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FORTY-SIXTH

ANNUAL REPORT

OF THE

RAILROAD COMMISSIONERS

OF THE

STATE OF NEW HAMPSHIRE,

1890.

MANCHESTER:

JOHN B. CLARKE, PUBLIC PRINTER.

1891.

116322

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PART 1.

COMMISSIONERS' REPORT.

STATE OF NEW HAMPSHIRE.

To the Legislature :

The Railroad Commission created by the act of 1883 respectfully submits its sixth report. In adapting the statute law to the amended constitution of the State, the Legislature of 1889 provided that reports of this Board should be furnished in January instead of June, and that this report should cover the time from the date of the one printed in the spring of 1889, which was for the year ending September 30, 1888, until June 30, 1890. The Board has accordingly required of railway corporations two sets of returns, one for the nine months ending June 30, 1889, and the other for the year ending June 30, 1890, both of which are printed in this volume. Hereafter returns will be for twelve months ending June 30, which corresponds to the requirements in most other States and to the rule of the Interstate Commerce Commission, thus saving our corporations the trouble and expense of preparing different returns for the several States in which their roads are located and for the Interstate Commission. In general, it may be said that this report relates to the calendar years 1889 and 1890.

One set of returns being for nine months instead of a year, and several of the roads that have formerly made returns having been eliminated by consolidations or purchases, or incorporated in other systems by leases, it is impracticable to prepare comparative tables showing their

expenses and earnings, and no attempt has been made to do this. Returns of roads that have been consolidated or leased since July 1, 1889, are necessarily for fractions of a year.

COMPROMISE AND CONSOLIDATION.

The contest between the Concord and Boston & Maine corporations for the possession of the roads included in the Northern and Boston, Concord & Montreal systems, which began soon after the passage of the Colby act in 1883, and culminated in the demoralizing and disgraceful struggle over the Hazen bill in 1887, terminated soon after the meeting of the Legislature in June, 1889, in a compromise which was arranged by the managers of the contending corporations and was placed upon the statute book without serious opposition. This statute authorized the Boston & Maine to lease the Northern, Concord & Claremont, Peterborough & Hillsborough, Nashua & Lowell, Wilton and Peterborough roads and to acquire by purchase the Eastern Railroad in New Hampshire, the Portsmouth, Great Falls & Conway Railroad, the Portland, Saco & Portsmouth Railroad Company, the Wolfeborough Railroad, the Portsmouth & Dover Railroad, the Worcester, Nashua & Rochester Railroad, the Manchester & Lawrence Railroad, the West Amesbury Branch Railroad, the Dover & Winnepesaukee Railroad, and the Portland & Rochester Railroad. It further authorized the Concord Railroad Corporation and the Boston, Concord & Montreal Railroad Corporation to unite and form a new railroad corporation with a capital of four million eight hundred thousand dollars, to be apportioned as follows :

Three million dollars to the stockholders of the Concord Railroad Corporation in part compensation for the property, rights, and franchises of that corporation acquired by its original capital and by the new capital contributed by stockholders from time to time in earnings not heretofore divided ; the balance thereof as compen-

sation for the property, rights, and franchises of the Boston, Concord & Montreal Railroad and the interests of its stockholders therein; but said last-named stock shall be issued subject to the following preferment and limitations: Eight hundred thousand dollars thereof shall be preferred stock, entitled to semi-annual dividends not exceeding three per cent from the net earnings, in preference and priority to other stocks of the corporation, and one million dollars thereof shall be entitled only to such dividends from net earnings, not exceeding six per cent in any one year, as can be made from the saving on fixed charges effected by refunding from time to time the existing indebtedness of said Boston, Concord & Montreal Railroad (the rate of interest on its present floating indebtedness to be taken as the average rate on that indebtedness since 1884, but not to exceed in any event six per cent per annum).

The new corporation to be thus formed was empowered to acquire by purchase the roads, franchises, and property of the Mount Washington Railway, the Whitefield & Jefferson Railroad, the New Zealand Valley Railroad, the Profile & Franconia Notch Railroad, the Pemigewasset Valley Railroad, the Lake Shore Railroad, the Tilton & Belmont Railroad, the Suncook Valley Railroad, the Suncook Valley Extension Railroad, the Manchester & North Weare Railroad, the Concord & Portsmouth Railroad, and the Nashua, Acton & Boston Railroad; all on such terms and conditions as should be agreed upon by the board of directors of the purchasing corporation and the boards of directors of the selling corporations respectively, and as should be approved by the votes of two thirds of the stock of the purchasing corporations and by the votes of two thirds of the stock of the selling corporations respectively.

Said Boston & Maine Railroad was further authorized to acquire by purchase the road, franchises, and property of any railroad corporation incorporated under the laws of either of the States of Massachusetts, Vermont, or Maine—whose road was leased to or operated by said Boston & Maine Railroad—in such manner and upon such terms in each case as the laws of the State of the selling corporation may authorize and prescribe, and upon making

any such purchases and for the purposes thereof was given all the powers and privileges conferred upon it by the laws of the State of said selling corporation, and in addition the Upper Coös road was given permission to extend its tracks to a junction with the Boston, Concord & Montreal, or Maine Central, and to lease its road to any other corporation. Indeed, these acts went to the very extreme in authorizing the consolidation of existing and projected railroads within the debatable territory, which included nearly all the State, into two great systems, the only restriction being that neither should encroach upon the business which both had agreed the other should control, and if there is anything in the way of legislative assent which is necessary to the perfection and carrying out of the plans of the managers of these two corporations which was not included in that act, the omission was due to their lack of foresight. They got all they asked for. They asked for all they expected to ever need. The corporations interested were not slow in taking advantage of this legislation, and since the passage of the compromise bill the Boston & Maine has bought the Eastern and Great Falls & Conway upon terms stated in the agreements, which are published in an appendix to this volume, and has renewed the lease of the Northern and its branches in the name of the Boston & Lowell, which is a part of the Boston & Maine system. The Upper Coös has been leased to the Maine Central, and extended from North Stratford to the Vermont line, thence across the Connecticut river into Vermont, thence through two Vermont towns and over the river into Lancaster, and thence through Lancaster, Jefferson, and Whitefield to a junction with the Maine Central or Portland & Ogdensburg extension from Fabyan's to Scott's, in the town of Carroll. The Concord and Boston, Concord & Montreal have been consolidated in accordance with the provisions of the act under the name of the Concord & Montreal, which has acquired by purchase the Lake

Shore, the Tilton & Belmont, the Whitefield & Jefferson, and the Suncook Valley extension, secured a controlling interest in the Profile & Franconia, contracted to operate the Kilkenny, and is building in company with the Boston & Maine the Franklin & Tilton.

In addition to these unions under the acts of 1889, the Cheshire and Monadnock have been consolidated with the Fitchburg, and became a part of that system October 1, as it was provided might be done in an act passed in 1887.

These and previous consolidations have placed the railroads of New Hampshire in groups or systems, each of which is practically one road, as follows :

GRAND TRUNK SYSTEM.

Atlantic & St. Lawrence road	. . .	52 miles.
------------------------------	-------	-----------

CONNECTICUT RIVER SYSTEM.

Ashuelot	. . . . .	23 miles.
Sullivan County	. . . . .	26 "
		—
Total	. . . . .	49 miles.

FITCHBURG SYSTEM.

Cheshire	. . . . .	43 miles.
Monadnock	. . . . .	14 "
Peterborough & Shirley	. . . . .	10 "
		—
Total	. . . . .	67 miles.

CONCORD & MONTREAL SYSTEM.

Concord main line	. . . . .	34.5 miles.
Portsmouth & Concord	. . . . .	47.5 "
Manchester & North Weare	. . . . .	19 "
Acton	. . . . .	4.5 "
Suncook Valley	. . . . .	19.5 "
Suncook Valley Extension	. . . . .	4.5 "
Old Boston, Concord & Montreal	. . . . .	146.5 "

Wing Road Branch	20.5 miles.
Pemigewasset Valley	20 "
Whitefield & Jefferson	15 "
Profile & Franconia	14 "
Lake Shore	17 "
Tilton & Belmont	4 "
Tilton & Franklin	5 "
<hr/>	
Total	370.5 miles.

BOSTON & MAINE SYSTEM.

Boston & Maine main line	35 miles.
Eastern in New Hampshire	16 "
Great Falls & Conway	70 "
Portsmouth & Dover	11 "
West Amesbury Branch	2 "
Worcester, Nashua & Rochester	55 "
Manchester & Lawrence	22 "
Dover & Winnepesaukee	29 "
Portland & Rochester	3.5 "
Peterborough	10.5 "
Wilton	15.5 "
Wolfeborough	12 "
Northern	69.5 "
Bristol Branch	15 "
Concord & Claremont	56 "
Hillsborough Branch	15 "
Peterborough & Hillsborough	18.5 "
Manchester & Keene	30 "
Nashua & Lowell	5 "
Upper Coös (Maine Central)	42 "
Portland & Ogdensburg (Maine Central)	57 "
<hr/>	
Total	589 miles.

Thus five corporations control what were chartered as 42 distinct and independent roads, with a mileage of 1,128

miles, of which 960 miles, or nearly nine tenths, is in the hands of the Boston & Maine and Concord & Montreal.

FRUITS OF CONSOLIDATION.

Such an aggregation of capital and power would have terrified the citizens of New Hampshire no longer than ten years ago, and it is doubtless looked upon with grave apprehension by many of them now, but it is to be said that thus far the results of the consolidations by which nearly all our railroads outside the Connecticut valley have been merged in two systems have been such as to justify those who have been instrumental in bringing them about. In considering this subject it should be remembered that the sales, leases, and other conveyances which have taken place under the compromise act of 1889 are in most cases but the legal consummation of unions formed years ago, and that we have had experience enough with the new order of things to enable us to contrast it with that which preceded it. The Eastern, with its subsidiary roads, was leased to the Boston & Maine six years ago, and the Boston & Lowell, with its leased lines, including the Northern and its branches, became a part of the Boston & Maine system soon after.

NOTE. — The Manchester & Keene is owned jointly by the Boston & Maine and Concord & Montreal, but operated by the Boston & Maine, and the Franklin & Tilton is being constructed at the joint expense of the same corporations. The Maine Central, to which the Portland & Ogdensburg and Upper Coös are leased, is operated independently as far as the public is concerned, but the Boston & Maine is so largely an owner of its stock that it controls it, at least to the extent that the two roads are so managed as to promote the interest of both. Consequently, the Manchester & Keene, the Portland & Ogdensburg, and Upper Coös are treated as parts of the Boston & Maine system, while the Franklin & Tilton is placed in the Concord & Montreal column. The Profile & Franconia is a narrow gauge summer road, and the Kilkenny a lumber road used only in winter.

The Worcester & Nashua and the Manchester & Lawrence were leased about three years ago. The Boston, Concord & Montreal and its branches passed into the possession of the Concord in 1887, but were leased to the Lowell five years before and have not since been operated independently. So that the only really new combinations which have destroyed the independence of existing roads are those of the Cheshire with the Fitchburg and of the Upper Coös with the Maine Central.

It was scarcely to be expected that the physical condition of New Hampshire railroads would be rapidly improved during the transition period, while there was great uncertainty and doubt as to who was to reap the benefit of permanent betterments upon them, but the fact is that during that period none of them have been permitted to grow worse, and some of them which were physical wrecks when the Colby bill was passed will now bear close inspection. Taken together they compare favorably with those in any other State where the business is similar in volume and character, and when the improvements already projected are completed, nearly all of them will be above reasonable criticism. Very little iron remains in the tracks upon the trunk lines, ties have been seasonably renewed and multiplied, roadbeds have been generally rebuilt and repaired, curves have been eliminated, fences and ditches put in fair shape, bridges rebuilt or strengthened, and at many points new, attractive, and commodious stations have taken the place of the dilapidated, inconvenient, and unsightly structures which were originally built. There are glaring exceptions to this upon some of the branches, but they do not in any way discredit the statement that our roads generally testify to advantages which have been gained by conveying them to strong corporations possessing ample resources and managed by progressive men. The rolling stock in use upon our through lines is not excelled anywhere. The train service is beyond the hopes

even of those who patronized our roads when they were in short but independent lines and were supposed to be sharply competing for business. Trains are run frequently, swiftly, and safely, and to satisfy the demands of travelers and shippers.

But it is in the matter of fares and freights that the public has received the greatest concessions and the most benefits. For ten years prior to the passage of the Colby bill, there was little material change in railroad fares upon our roads, and upon most of them freight rates were stationary unless fixed, as they often were, by special contract. Coal freights were reduced about 75 per cent on the Concord road, and a less per cent on some others. With a view to instituting a comparison between the charges upon our principal roads prior to their consolidation, and in 1890, after they had been grouped in a few systems, the Board has called upon their managers for information upon these points, and in reply has received the following statements :

CONNECTICUT RIVER SYSTEM.

There was little reduction in passenger rates upon this system during the period spoken of. Upon the Sullivan County road fares are the same now as in 1881, and upon the Ashuelot the same as in 1873, viz., mileage tickets two cents per mile (good only to the person named upon them), local fares three cents per mile, and through fares about two and three fourths cents. The average freight rate upon the Sullivan has been reduced from .03049 per ton per mile to .02744, and upon the Ashuelot from .01126 to .00838. Coal freights from Windsor to Bellows Falls are now \$1 as against \$1.40, and lumber freights are \$8.96 as against \$12 in 1881. From Boston to Claremont, via this route, first-class freights have been cut from 46 to 29, and other classes in proportion. From Vernon to Keene coal freights are now 38 cents against \$1.10, and

lumber freights are \$8.96 against \$11 nine years ago. There has also been a reduction of about ten per cent on general freights of all classes.

CHESHIRE SYSTEM.

Upon the Cheshire, local freights were, last September, three and one half cents, and upon the Monadnock four cents, the same as ten years before. Freights, however, had been reduced between Boston and Keene from 42 to 26 cents, and to Bellows Falls from 44 to 29 for first class, with corresponding concessions upon other classes. When the Fitchburg took possession of the Cheshire, October 1, changes were made in the tariff as stated in the following :

FITCHBURG RAILROAD COMPANY,
OFFICE OF THE PRESIDENT,
BOSTON, November 15, 1890.

H. M. Putney, Chairman N. H. Railroad Commission, Manchester, N. H. :

DEAR SIR, — In reply to your inquiry of November 6, I would say the following changes in rates of fare and freight have been made on the Cheshire and Monadnock roads since the consolidation with the Fitchburg Railroad :

Passenger fares for local tickets on the Cheshire division have been reduced one half to three quarters cents per mile, making a uniform fare of two and three fourths cents per mile over the entire line.

Passenger fares for local tickets on the Monadnock branch have been reduced one and one quarter cents per mile, making a uniform fare of two and three fourths cents per mile over the branch.

Thousand-mile tickets at two cents per mile are now sold at all stations on the Cheshire division and Monadnock branch, good for bearer, his family or friends, and are transferable. Previous to the consolidation with the Cheshire, thousand-mile tickets over its line were good only for the person named, and not transferable.

There has been no change in the freight rates on the Cheshire division.

On the Monadnock branch the rates on through business, east and west bound, for points west of the western termini of the

trunk lines, viz., Suspension Bridge, Buffalo, Salamanca, Pittsburg, and Bellaire, have been reduced as follows:

	1	2	3	4	5	6
West Rindge.....	8	7	6	5	4	3
East Jaffrey.....	11	10	9	7	6	5
Peterborough.....	15	14	11	8	7	6

On local and short point traffic there has been no change.

Yours truly,

H. S. MARCY, *President.*

CONCORD & MONTREAL SYSTEM.

When the Lowell road leased the Boston, Concord & Montreal in 1884 it at once cut local fares, which ranged from three and one half to five cents per mile, to about three cents, and reduced freights, which were without uniformity, to regular and much lower rates, and in 1887 the Concord reduced locals upon its main line to two cents, and upon its branches to two and one fourth cents, and made very great concessions in its freight tariff. It subsequently made its mileage tickets, which had been limited to one person, good to bearer, and good upon its entire system. The following tables, prepared by the officers of the road, convey an idea of the reductions upon this line since the beginning of the agitation which has resulted in its extension from Concord to Groveton:

COMPARISON OF RAILROAD FARES, 1873 AND 1890.

	To Concord.		To Manchester		To Nashua.	
	1873.	1890.	1873.	1890.	1873.	1890.
Concord.....			\$0.50	\$0.36	\$1.00	\$0.70
Manchester.....	\$0.50	\$0.36			.50	.34
North Weare.....	1.10	.85	.60	.49	1.10	.83
Tilton.....	.70	.65	1.20	1.01	1.70	1.35
Laconia.....	1.10	.95	1.55	1.31	2.05	1.65
Plymouth.....	2.20	1.80	2.65	2.16	3.15	2.50
Woodsville.....	4.05	3.25	4.50	3.61	5.00	3.95
Littleton.....	5.00	4.20	5.45	4.56	5.95	4.90
Lancaster.....	6.00	5.15	6.45	5.51	6.95	5.85

RAILROAD COMMISSIONERS' REPORT.

COMPARISON OF RAILROAD FARES, 1873 AND 1890. — *Continued.*

	To Newmarket Junction.		To Portsmouth		To Boston.	
	1873.	1890.	1873.	1890.	1873.	1890.
Concord.....	\$1.30	\$1.14	\$1.60	\$1.39	\$2.00	\$1.66
Manchester.....	.85	.78	1.15	1.08	1.50	1.30
North Weare.....	1.45	1.27	1.75	1.52	2.10	1.79
Tilton.....	2.05	1.79	2.35	2.04	2.70	2.30
Laconia.....	2.40	2.09	2.70	2.34	3.05	2.60
Plymouth.....	3.50	2.94	3.80	3.19	4.15	3.45
Woodsville.....	5.35	4.39	5.65	4.64	6.00	4.90
Littleton.....	6.30	5.34	6.60	5.59	6.50	5.70
Lancaster.....	7.30	6.29	7.60	6.54	7.50	6.30

COMPARATIVE STATEMENT OF CONCORD AND BOSTON, CONCORD & MONTREAL RAILROAD TARIFF RATES IN FORCE IN 1873 AND 1890.

From	To	1873.					1890.					
		S	1	2	3	4	1	2	3	4	5	6
Boston.....	Manchester..	22	17	15	11	....	14	11	11	8	8	8
Boston.....	Concord.....	26	21	18	14	....	18	17	14	10½	10	10
Concord.....	Nashua.....	19	14	12	9	....	13	11	9	7	5	5
Concord.....	Manchester..	12	9	7	6	....	10	8	6	5	4	4
Concord.....	Portsmouth..	22	17	15	10	....	18	15	14	10	8	8
Manchester ..	Portsmouth..	19	14	12	7½	....	15	12	11	8	7	7
Portsmouth...	Laconia.....	53	40	32	24½	....	28	23	18	15	12½	11
Portsmouth...	Tilton.....	45	34	29	22½	....	28	23	18	15	12½	11
Littleton.....	Boston.....	82	68	56	48	39	40	34	27	21	19	17
Woodsville....	Boston.....	79	66	55	45	37	38	33	26	20	18	14
Boston.....	Lisbon.....	81	68	56	48	39	39	33	26	21	19	15½
Boston.....	Lancaster....	82	68	56	48	39	43	36	28	22	20	17½
Portsmouth...	Pittsfield....	32	26	21	18	..	21	19	17	14	12	12
Boston.....	Pittsfield....	36	30	25	20	....	22	20	18	17	13	13

COAL RATES PER TON.

From	To	1873.		1890.	1883.	
		Cargo rate.	Carload rate.	Cargo and carload rate.	Cargo rate.	Carload rate.
Portsmouth.....	Manchester.....	\$1.75	\$2.00	\$0.75	\$1.20	\$1.50
	Concord.....	2.25	.50	1.00	1.50	1.80
	Laconia.....	5.65	5.40	1.20	.....	4.00
	Littleton.....	8.05	8.30	1.60	.....	5.00
	Pittsfield.....	3.85	4.10	1.40	2.15	2.15
	Suncook.....	2.25	2.50	1.00	1.50	1.80

BOSTON & MAINE SYSTEM.

In the spring of 1887 the Boston & Maine began to sell mileage tickets, good to bearer, upon all its lines at two cents per mile. These were the first mileage tickets that were made good to the bearer in this State, and as they soon came into very general use by all who traveled much by rail, their effect was to greatly reduce passenger rates upon that system. In 1883 no mileage tickets were in use upon the Boston & Maine, the Eastern, the Great Falls & Conway, or any of the branches of these roads in New Hampshire, while upon the Northern, Worcester, Nashua & Rochester, and Manchester & Keene, they were sold for two and one half cents per mile, but were good only to the purchaser. Seven years ago local fares upon the Worcester, Nashua & Rochester ranged from three and one half to eight cents per mile, upon the Eastern from three to four cents, upon the Great Falls & Conway from three and one half to four cents, upon the Boston & Maine they were about three and one fourth cents, while upon the Northern they were three and one half cents, and upon the Manchester & Keene they were four cents. They are now uniformly three cents upon all these roads. Season tickets on the Eastern and Great Falls & Conway have been reduced from \$4.80 to \$3, upon the Northern from \$4 to \$3, and upon the Boston & Maine from \$4.50 to \$3. Through fares have not been greatly reduced but the consolidation of the roads, of which this system is composed, has resulted in making them nearly uniform, and as through fares are usually made up by adding locals together a change in one is, as a rule, in effect a change in the other.

The following table shows the changes in freight rates between the points specified upon the classes named, and is, perhaps, fairly illustrative of those upon the whole system, but it should be borne in mind that under the new classification which the passage of the interstate commerce law

and the action of the interstate commerce commission compelled our roads to adopt, many kinds of merchandise are classed much lower than they formerly were, and are, therefore, carried at much greater reduction than appears here :

TABLE SHOWING FREIGHT CHARGES UPON BOSTON & MAINE SYSTEM.

		First class.	Second class.	Third class.
Franklin to				
Bristol.....	1883	18	9	8
	1890	11	10	11
Concord.....	1883	14	13	10
	1890	14	12	15
Manchester..	1883	19	17	13
	1890	18	16	18
Nashua.....	1883	24	20	16
	1890	22	21	26
Laconia....	1883	32	29	16
	1890	20	18	29
Plymouth.....	1883	40	34	19
	1890	24	21	35
Whitefield.....	1883	54	48	26
	1890	35	31	27
Dover.....	1883	35	30	18
	1890	28	23	28
Rochester.....	1883	37	31	18
	1890	28	23	29
Milton....	1883	38	32	23
	1890	33	27	21
Lowell, Mass.....	1883	27	23	16
	1890	25	31	23
Boston, Mass.....	1883	30	27	18
	1890	28	23	26
Lynn, Mass.....	1883	35	21	18
	1890	28	23	28
Newburyport, Mass.....	1883	37	31	18
	1890	28	23	31
Biddeford, Me.....	1883	45	38	23
	1890	33	27	31
Portland, Me.....	1883	44	36	22
	1890	33	27	

TABLE SHOWING FREIGHT CHARGES UPON BOSTON & MAINE SYSTEM.

— Continued.

		First class.	Second class.	Third class.	Fourth class.
Keene to					
Marlborough.....	1883 7	6	5	4	
	1890 5	5	4	3	
Harrisville.....	1883 10	8	6	5	
	1890 10	8	6	5	
Hancock.....	1883 13	10	8	7	
	1890 13	10	8	7	
Greenfield.....	1883 16	12	10	8	
	1890 15	12	10	8	
Nashua.....	1883 23	19	17	14	
	1890 18	16	14	12	
Rochester.....	1883 42	34	30	24	
	1890 20	22	18	14	
Dover.....	1883 44	36	28	24	
	1890 26	22	18	14	
Lowell, Mass.....	1883 23	19	17	14	
	1890 20	18	15	11	
Boston, Mass.....	1883 29	24	19	15	
	1890 26	22	18	14	
Portland, Me.....	1883 49	39	29	25	
	1890 29	26	21	15	

Lebanon to					
Franklin.....	1883 20	15			
	1890 20	18	16	11	
Bristol.....	1883 24	18			
	1890 22	19	17	12	
Concord....	1883 27	22	20	15	
	1890 23	20	18	13	
Manchester.....	1883 30	26	24	18	
	1890 29	25	21	15	
Nashua.....	1883 36	29	27	20	
	1890 31	27	23	17	
Laconia.....	1883 45	38	35	25	
	1890 29	26	22	16	
Plymouth.....	1883 53	43	38	28	
	1890 32	28	24	17	
Whitefield.....	1883 67	57	50	40	
	1890 39	34	29	21	
Dover.....	1883 48	39	36	28	
	1890 35	30	24	18	
Rochester.....	1883 50	40	37	28	
	1890 35	30	24	18	
Milton.....	1883 51	41	38	30	
	1890 40	34	27	19	
Lowell, Mass.....	1883 40	32	30	22	
	1890 31	27	23	17	
Boston, Mass.....	1883 42	36	32	24	
	1890 35	30	24	18	
Lynn, Mass.....	1883 47	40	35	27	
	1890 35	30	24	18	
Newburyport, Mass.....	1883 50	40	37	29	
	1890 35	30	24	18	
Biddeford, Me.....	1883 59	47	40	32	
	1890 40	34	27	19	
Portland, Me.....	1883 57	45	40	32	
	1890 40	34	27	19	

In replying to an inquiry the general manager of the Boston & Maine says: "A very large reduction was made in freight rates when the Eastern was leased to the Boston & Maine in 1884, by making one tariff instead of two locals to all points on both roads, and the same is true of all other roads which have been leased to the Boston & Maine. Before the roads were united local rates were charged to and from all junction points, and in many cases through rates were nearly double what they are now. Since these roads were leased all points upon them have been opened for Western business, so that Western farm products can be shipped to points on this system at the same rates as to Boston." As will be noticed, the greatest advantage has accrued to the patrons of branch and mountain roads, by making the charges upon them when they have become parts of through lines uniform with those upon the main lines to which they have been attached. It cannot fairly be claimed that the great reductions here shown are wholly due to consolidation. The tendency everywhere has been toward lower freights and fares. Railroad managers have learned that the old doctrine, that business should be charged all it could bear, was not only an atrocious but a foolish one, and they have discarded it for a more liberal policy, which looks to a large traffic with small profits rather than a small patronage at exorbitant rates, and seeks to make it profitable for producers to locate upon their lines, and for the traveling public to journey over their tracks.

Other causes of concession are to be found in the contention known as the railroad war, during which both parties were compelled to bid for the good will and support of the public, and in the restrictive legislation of the war period which railroads were obliged to accept in order to reconcile the people to what they sought and at last obtained, — the privilege of consolidating, and also in the far-reaching competition between transcontinental lines of

which our roads have become parts. But with due allowance for all these forces, it may still be insisted that consolidation has promoted rather than prevented a reduction of rates upon New Hampshire roads until they are, all things considered, lower than in any other State in the Union. The average rate per mile paid by travelers upon railroads in this State is from 25 to 33 per cent less than that in either Maine or Vermont, two States upon which ours is bounded, which are very similar to ours as regards the cost of building and maintaining roads, and the character of the business they do. It is a fact that reduction in rates has always followed consolidation, even when by consolidation competition has been done away with, as in the case of the Boston & Maine and Eastern, and that whenever a New Hampshire road has been taken into a strong system, having desirable terminals and connections and a progressive management, its patrons have been the gainers by the change, and of this not only the Northern, Boston, Concord & Montreal, Great Falls & Conway, and Worcester & Nashua, but the Cheshire are illustrations.

We think it is clear that had our roads remained independent, as they were in 1873, they would not have made any such reductions in their charges as are stated above, because they could not. The Concord, because of its commanding position, was doing an immensely profitable business, and the Northern was strong because of fortunate investments in other roads, but with these exceptions they had made little money in New Hampshire, and all of them that were distinctively New Hampshire roads were weak financially, and had neither the capital nor credit necessary to put them in condition to do business economically. They were operated at great expense compared with through lines. They run from nowhere to nowhere, and what through business they had they were compelled to do at rates fixed by others. They were feeders for roads that reached to tide water, and were obliged to assess upon

their local patrons the profits which those roads extorted from them on all through traffic. They could not create business by reducing rates or increasing facilities, for they needed from day to day all their earnings to enable them to pay fixed charges. Their smallness and weakness, which were relied upon to prevent them from robbing and abusing the public, forced them to do just that in order to maintain an existence. Gains to the public have not been at the expense of stockholders, but have been balanced by a comparative reduction of expenses and a very large increase of business. The net earnings of all New Hampshire railroads were never before so large as this year, and the value of their stock was never before so great as now. During a period when railroad properties elsewhere have been constantly shrinking in value, New Hampshire railroad shares have as constantly appreciated. Thus far, then, neither stockholders nor the public have been injured by consolidation. On the contrary, all have been greatly profited by it, and as yet there is no apparent reason why the people of the State should regret the new departure which was proclaimed in the Colby act of 1883.

NEW ROADS.

The Whitefield & Jefferson road was originally built by the Brown Lumber Company and the Boston, Concord & Montreal Railroad, each paying half the expense, which was represented by 2,000 shares of stock of a par value of \$100 each. After the consolidation of the Boston, Concord & Montreal and the Concord, the new corporation purchased the 1,000 shares in the Whitefield & Jefferson, paying therefor \$100,000, and thus became the sole owner of the road, which it has this year extended several miles beyond Jefferson on the route to Berlin, to which point it is expected it will be constructed next year.

The Lake Shore, the Tilton & Belmont, and the Suncook Valley Extension, though chartered as independent

roads, were all designed to be branches of the Concord & Montreal, which furnished the money to build them and has since purchased all the stock, as follows: 2,752 shares of Lake Shore for \$279,913; 472 shares of Tilton & Belmont for \$48,550; 765 shares of Suncook Valley Extension for \$76,577; making the total cost of these three branches \$405,040.

The Tilton & Belmont, which connects the two villages for which it was named, was opened August 17, 1888, the Suncook Valley Extension from Pittsfield to Barnstead October 24, 1889, and the Lake Shore from Lake Village to Alton June 17, 1890. These openings were made the occasion of elaborate celebrations, which testified to the great joy of the people of Belknap county over the completion of roads for which they have argued, voted, and labored many years, and which are certain to greatly promote the prosperity of the sections through which they run. All these branches are well built, and the stations upon them are tasty and convenient. As parts of the Concord & Montreal system, they are operated at small expense, and contrary to expectations are not a tax upon the corporation that owns them. During the summer of 1889 the Portland & Ogdensburg, having been previously leased to the Maine Central, was extended from Fabyan's through Whitefield to Scott's, thus supplying the missing link in the Portland & Ogdensburg and giving the Maine Central a through line from Portland to Lake Champlain.

This link is also constructed in a most thorough manner, supplied with heavy steel rails and an abundance of ties, and has upon it two modern stations, the one at Whitefield being a model of beauty and comfort. On the first of May, 1890, the Maine Central added further to its New Hampshire possessions by leasing the Upper Coös, the lease containing a provision that that road should be extended to a junction with its Portland & Ogdensburg line in Carroll near Whitefield. The iron upon

this extension has been laid from Carroll to the Connecticut river in Lancaster, and the grading and masonry upon the remainder are nearly completed. The whole will be ready for business early in the spring.

The Bartlett & Albany, a lumber road, has been pushed some distance into the forest, but it has not been inspected by the Board and of its character we know little. The aggregate length of all these in New Hampshire is about 68 miles, which is the increase of the mileage of the State during the last two years. The Vermont division of the Upper Coös is $12\frac{1}{4}$ miles.

PERMANENT IMPROVEMENTS AND PHYSICAL CONDITION.

As has been said elsewhere, it was not to be expected that our short roads would be greatly improved while their owners were waiting to dispose of them, and this applies to those in the Cheshire system, upon which few permanent betterments have been made during the last two years, but the roadway, roadbed, and track of the Cheshire main line have been kept in excellent condition, and the Monadnock has not been permitted to grow worse. A lack of rolling stock upon this system was seriously felt by its patrons until it became a part of the Fitchburg.

The Connecticut River system is always kept up to a high standard. Iron bridges, well-ballasted roadbeds, sound ties, heavy rails, clean ditches, regulation fences, and ample sidings are its characteristics. Its stations are not attractive. The most important improvement since our last report is an iron lattice bridge across the Sugar river, two miles above Claremont Junction, which is 590 feet in length and 104 feet above the water. Its cost was \$44,329, including \$7,401 which was spent in repairing the masonry from which the old bridge was taken.

Important improvements upon the Boston & Maine system have waited until pressing demands in other States were responded to, and the consolidations and leases,

which have been pending, were perfected. Correspondence, which is published elsewhere in this volume, states the views of the Board as to some portions of this system, and the purposes of the corporation in regard to them. When a new station is built at Seabrook the Eastern in New Hampshire can be commended without reservation, and the Portsmouth & Dover, upon which one new station has been built this year, cannot reasonably be complained of. The main line of the Boston & Maine has been maintained in its usual sound and serviceable condition. The station at Exeter, which was burned, is being rebuilt upon the most approved plans, and the restaurant, which was formerly located there, has been moved to Newmarket Junction, where it is hoped a new union depot will be so constructed as to accommodate it. It is the purpose of the corporation to double-track both the Eastern and the Boston & Maine through New Hampshire, an improvement which is made necessary by an enormously increased and increasing traffic.

The track of the Worcester & Nashua is now all in steel and the roadbed is up to the requirements. The establishment of extensive brick yards upon this road has added largely to its heavy freight business, which it is now in good condition to carry.

Upon the Northern division the following permanent improvements were made during the year of 1889-90. The depot at Wolfeborough was overhauled, changed, and thoroughly repaired. New steam heating apparatus was put in, a new baggage room was built, and the grounds around it very nicely graded up and drained, making it a very neat and commodious station and equal to the wants of that beautiful and thriving village. Additions have been made at Wolfeborough Junction depot, new hot water heating apparatus has been put in, and other improvements made to accommodate the largely increased business at that point. A large amount of work has been

done at Alton Bay; 1,894 feet of track has been laid to connect this division with the track of the Lake Shore Railroad, and the yard has been fitted up so that the connections between these roads are convenient; 10,000 feet of additional side track has been laid, and a considerable amount of grading done at various points.

The ordinary repairs have been thoroughly made; 38,467 ties, 45,441 feet of switch ties, and 674 tons of steel rails have been laid; some of the bridges have been strengthened; many of the depots have been painted, and the tracks and buildings have been generally improved.

When the Northern road and its branches were leased to the Boston & Maine, December 30, 1889, the lessee was prevented by the action of dissenting stockholders from taking formal possession of the leased property until October 1, 1890, and in the interval few but ordinary repairs were undertaken upon it, except at West Lebanon, where large outlays were made in erecting a new engine house and coal sheds, improving the yard, and rebuilding the bridge across the Connecticut. The ordinary repairs, however, include the strengthening of bridges, the extension of sidings, the improvement of grades, many renewals of culverts, platforms, and crossings, and the enlargement and reconstruction of stations, sheds, and other buildings.

The Concord road and its branches have been kept in excellent repair and improved by some costly betterments, including a new lattice bridge at Turkey Falls, Concord, and a new iron and steel bridge over the Souhegan river, costing about \$13,000 each, yard extensions at Portsmouth, Nashua, Manchester, and Massabesic, new sidings at Hooksett (4,017 feet), at Merrimack (4,002 feet), and on the Acton branch (5,872 feet), an elegant new station at Massabesic, smaller ones at Shirley and Bayside, coal sheds at Nashua, and the rebuilding of the roadbed on many sections of the branch lines.

When the parties who now control the Concord & Mon-

trear Corporation secured possession of the Boston, Concord & Montreal and its branches in the spring of 1889, they at once adopted a comprehensive and thorough system of permanent improvements upon their newly acquired roads, which were cheaply built originally and badly out of repair, commencing with the roadbeds and tracks. From that time until June 30, 1890, as appears by the return of the Concord & Montreal Corporation, its expenditures for repairs of roadways and tracks were \$178,144; of depots and buildings, \$39,611; of bridges, \$19,602; and of fences, \$12,934; of which a large proportion represents outlays above Concord. In addition to this, \$15,500 was paid for ties, \$3,847 for a new lattice bridge at Haverhill, \$2,770 for a new bank wall at Plymouth, and \$1,351 for another at Pike's station. Improvements at Woodsville, which include a new station, cost \$16,801; at Wentworth, \$5,338; at Wing Road, \$1,140; at Tilton, \$5,086; and at Plymouth, \$1,140. Fifty-six miles of 72-pound steel rails were laid upon the system at a cost of \$30,893, and the roadbed has been ballasted and raised for fifteen miles north and twenty-five miles south of Woodsville, at a cost of \$13,431, none of these items being included in the general expense account. No road in this State was ever before so much improved in two seasons as the old Boston, Concord & Montreal from Concord to Fabyan's has been, and while there is still need of heavy expenditures for stations, yards, sidings, bridges, and culverts upon the main line, and for nearly everything that constitutes a railroad upon the old branches, what has been done may be accepted as proof that as soon as can be reasonably expected the new managers of this road will put it in such condition that it will compare favorably with any other.

The Maine Central from the state line to Fabyan's has not been materially changed since our last report, and the same is true of the Grand Trunk, but we know of nothing

in the physical condition of either that calls for criticism. The narrow gauge roads are nearly perfect.

GRADE CROSSINGS.

No grade crossings have been abolished since our last report, and the Board has reluctantly authorized the construction of many new ones over highways and existing railroads, because to have refused the permission asked would have prevented the building of much-needed branches in sparsely settled localities, where there is comparatively little business and where railroads can scarcely be expected to earn dividends upon their cost unless they are built at the smallest possible expense, and because in every instance the petitioners have brought the assent of the selectmen of the several towns in which such crossings are located. All grade crossings are a constant menace to life and property. Accidents upon them cannot be prevented by human care and caution, and how to get rid of them is one of the pressing problems of the time in all thickly settled localities, where the danger, trouble, and expense incident to their use are so great as to warrant the vast outlays necessary to their abolition. Even in our own State, if we were just beginning with our present knowledge to build our railroads, it would probably be deemed wise to absolutely prohibit crossings at grade; but when we consider that it would probably cost as much to raise all our roads above or to sink them below the highways which they cross as it cost to build them originally, and that such an expenditure would render necessary a large increase in their fares and freights, or destroy their ability to pay their fixed charges, it is clear that we cannot reasonably expect to see many such crossings abolished upon our old roads or to prevent the construction of others upon roads that will be built hereafter. And with us the problem is, as to most grade crossings, how to reduce the danger to the minimum. Something can be done in this direction

by removing trees, shrubs, fences, embankments, and other obstructions of sight and sound which oftentimes prevent travelers upon highways from seeing or hearing an approaching train, and which hide them from the view of engineers and firemen until it is too late to avoid fatal accidents; in our opinion railroad corporations should not only be permitted to remove such obstacles, whether within their locations or not, by obtaining the permission of this Board, and paying the actual damage, if any, to land owners, but the Board should be empowered to compel them to do it. Blind crossings, upon which most accidents happen, can at least be done away with in this way without great expense or serious inconvenience to any one.

There are grade crossings in some of our cities and larger villages, as in Manchester, Nashua, Dover, Rochester, and Newport, which must eventually be abolished, not only to prevent accidents and save the roads the large expense of maintaining gates and flagmen, but to save the thousands of people who pass over them daily from the vexatious and costly delays which cannot be avoided at such points. It will cost a great deal to make these improvements, and the longer they are postponed the more they will cost, as the value of land in these places, which must be had in order to construct suitable underpasses or overpasses, is steadily and rapidly increasing. The trouble referred to has been greatly augmented in most of our large places by the location, upon both sides of grade crossings, of the railroad yards in which trains are made up, making it necessary to do a great deal of shifting over the streets and highways, but this we are glad to say is being done away with. In Manchester the Concord & Montreal, and in Nashua the Boston & Maine have made large outlays in order to move their yards from the much traveled streets, and when their plans at these places have been carried out, only made-up trains will threaten and annoy the public upon the principal thoroughfares, but even this

will only lessen the danger and damage upon the crossings in those cities.

In Massachusetts, where this subject has been long and carefully studied by experts, upon whose recommendation the Legislature of that State has acted, a statute has been passed, providing that, whenever in the judgment of a railway corporation or of a town or city the grades of an intersecting highway and railway should be separated, either party may apply to the superior court for the appointment of three disinterested persons as commissioners, who shall consider whether the public convenience requires the separation of the grades at that place, and if so, shall prescribe the nature and manner of the alterations to be made, shall fix the land damages, and apportion the expense, the statute, however, providing that 65 per cent of the cost shall be borne by the railroad company, and not more than 10 per cent by the town or city, the balance of 25 per cent or more being charged upon the commonwealth. The statute provides further that when by a change of grades a railroad is made to cross a highway by a bridge, the cost of maintaining the bridge shall be borne by the railroad company, and the highway beneath by the town or city; when the highway is made to cross above the railroad, the railway company shall maintain the abutments and framework of the bridge, and the city or town shall keep the roadway and approaches in repair.

Public sentiment, which is strongly in favor of the roads abolishing grade crossings at their own expense where it is practicable to abolish them at all, will not permit the passage of such a law in this State, but it is respectfully submitted that some enactment which will result in removing the worst of the grade crossings in our larger places is to be reasonably asked for in the near future.

ACCIDENTS.

From June 1, 1889, to December 1, 1890, a period of eighteen months, the Board investigated sixty-six fatal

accidents, in which sixty-eight lives were lost, an average of almost one fatality each week. Of the victims thirty-one were people not in railroad employ, but none of them were passengers who were rightfully upon the trains or railroad premises, and it is again possible to repeat the remarkable and gratifying statement that since 1873 no passenger has been killed, or very seriously injured, in a passenger car in New Hampshire, a record which is attributable mainly to something besides good luck, and which would seem to show that the danger incident to railway travel has in this State been reduced to a minimum. Of the thirty-one persons not railroad employés, who were killed during the time stated, at least twenty-two were wrongfully upon railroad premises, eighteen being trespassers upon the track and four engaged in stealing rides upon freight cars; two others were children who rushed in front of horse cars in Nashua, one was an employé upon a milk car from which he was thrown, and five were killed upon crossings; three of these being persons over 70 years of age with greatly impaired senses. If it be admitted that these aged people were properly upon the crossings where they lost their lives, it still appears that if there had been no trespassing upon railroad tracks or cars, but five adults and two children not engaged in railroading would have been killed in the State in a year and a half. The list of fatalities among railroad employés numbers thirty-seven. Ten brakemen fell from trains, two were hit by overhead bridges, and one slipped in front of an engine. One conductor was hit by an awning and knocked under the wheels. Three engineers and one fireman were killed in collisions. One fireman jumped and two fell from locomotives. One superintendent and one section-man were drowned upon an engine under which a bridge gave way. Four were fatally injured while coupling cars, and one while trying to climb upon a car. Three section-men

were struck down while at work, and four others while going through railroad yards, as were two trainmen.

These facts correspond very closely with those stated in previous reports by this Board, and there is great uniformity in the ratio which accidents from any particular cause and to any particular class of people except passengers bear to the whole number in all the States, and of course in the whole country, so that it seems to be entirely fair to reason from them as to what is essential to a reduction in the fatalities among railroad men, and the prevention of serious accidents to those who are neither railroad employes nor passengers, but are, as a rule, wrongfully upon railroad premises when they are injured.

The last annual report of the interstate commerce commission furnishes these statistics, which are for the whole country :

RAILWAY ACCIDENTS FOR THE YEAR ENDING JUNE 30, 1889.

KIND OF ACCIDENT.	Employés.		Passen- gers.		Other persons.		Total.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Coupling and uncoupling cars	300	6,757	.....	.....	.....	.....	300	6,757
Fall'g from trains a'd engines	493	2,011	.....	.....	.....	.....	493	2,011
Overhead obstructions.....	65	296	.....	.....	.....	.....	65	296
Collisions.....	167	820	107	445	37	48	311	1,313
Derailments.....	125	635	28	389	29	69	182	1,113
Other train accidents.....	189	1,016	26	247	522	515	737	1,778
At highway crossings.....	24	45	3	16	410	634	437	695
At stations.....	70	699	26	295	328	472	424	1,466
Other causes.....	539	7,729	120	754	2,215	2,397	2,874	10,890
Total.....	1,972	20,028	310	2,146	3,541	4,135	5,823	26,309

The total number of railway employes in the United States is 704,743, which may be divided into trainmen,

switchmen, flagmen, and watchmen, and other employés. The number of employés in each class and the casualties in each class are given in the following statement :

CASUALTIES TO EMPLOYÉS ASSIGNED TO CLASSES NAMED.

CLASS OF EMPLOYÉS.	Number.	Killed.	Injured.
Trainmen.....	138,323	1,179	11,801
Switchmen, flagmen, and watchmen....	33,044	229	2,155
Other employés.....	517,136	536	6,360
Unclassified.....	16,240	28	214
Total	704,743	1,972	20,030

This shows 1 death for every 357 employés, and 1 injury for every 35 employés; or, making a similar statement for trainmen, that is to say, engineers, firemen, conductors, and other trainmen, railway accidents are the occasion of 1 death for every 117 employés, and of 1 injury for every 12 men employed. As 310 passengers were killed and 2,146 passengers injured during the fiscal year 1889, and the total number of passengers carried was 472,171,346, it appears that 1 passenger in every 1,523,133 was killed, and 1 passenger in every 220,024 was injured.

The statistics here given emphasize the repeated arguments of the Board in favor of the prompt passage and rigid enforcement of laws to prevent people from using railroad tracks as footpaths and railroad yards and stations as loitering places and playgrounds, and they suggest further that a decent regard for the lives and limbs of trainmen dictates the speedy equipment of all freight cars with air brakes and whatever other safety appliances will relieve brakemen of the duty of darting between cars to couple them, and of running over their slippery tops to set and release brakes. It is to be said, however, that as nearly all our freight cars are employed in interstate commerce, and most of those used here are owned by foreign

corporations, their uniform equipment is a subject beyond the jurisdiction of this Board or of our State Legislature.

STREET RAILWAYS.

The street railways of this State were originally constructed by men who had in view the development of suburban lands, or other incidental advantages to themselves, neighbors, and friends, rather than the direct profits which might result from investments in such properties, and in the early history of these enterprises most of them were controlled by those who had too much other business to give them close attention, and managed in some cases by those who were entirely unfamiliar with the work they undertook. Under such conditions they were not, of course, handled in the best way, and they not only failed to command the patronage they might have had, but were allowed to rapidly deteriorate. But within the last three years all of them except the Laconia and Lake Village have passed into the hands of those who have purchased the stock, purposing to run them for business, and who have so reconstructed, repaired, and changed them for the better that they are practically new roads. The Concord road, which was at the beginning a horse railway and afterwards used motors upon its Penacook extension, was last summer changed to an electric road, and is now thoroughly equipped as such. It is still managed by the veteran superintendent, ex-Mayor Humphrey, but much of its stock has been purchased by outside capitalists. The Dover road, under the management of the Dow family, Mrs. Dow being president and her husband treasurer, was a failure. It neither served the public satisfactorily nor earned the dividends it paid, but the transfer of the Dow stock to Massachusetts capitalists gave them the franchise and what there was left of the equipment, and having obtained in August, 1889, a charter for a new electric street railway to Great Falls, they proceeded to con-

solidate the two, and then to dispose of the horses and cars and to remove the track of the old road, and finally to build in its place a new electric road, which was extended to Great Falls and opened for business August 8, 1890. It is about six miles in length, with nearly a mile of sidings, is standard gauge, well supplied with cars, car houses, and an electric plant and appliances, and since it was opened has done an average business of about \$130 per day. It is first class in all respects, and could scarcely be improved. The Nashua road was secured about three years ago by George H. Knowles, of Boston, and his friends, and he has since extended and repaired it, added largely to its equipment, greatly improved the service upon it, and nearly doubled its patronage. The Manchester road was much the worse for wear, its tracks badly out of repair, its horses old and feeble, its cars dingy and dilapidated, and its service fitful and unsatisfactory, when Gen. Charles Williams purchased a controlling interest in its stock and began to impress upon it his liberal and progressive management, which proceeds upon the theory that a railroad should first spend and then earn its money. New tracks, new cars, and new horses have taken the place of old ones. The stables have been repaired. The McGregorville branch has, with the sanction of the commissioners, been moved from Bridge street to Main, and carried to a junction with the main line on Granite street, and the service is frequent and regular. A very large increase in the business is one of the fruits of this policy.

RAILROAD LAWS.

The Board has been favored with advance sheets of the report of the commission appointed to revise the statutes, so far as they relate to the railroad laws of the State, and has examined with care the proposed changes, which it cordially approves, because they make clear and explicit what

has been obscure and doubtful, and adapt the law to the changed conditions under which our railroads are operated. As the old statutes will probably soon be superseded by the new code prepared by the commission, they are omitted from this report, except those which were passed in 1889.

H. M. PUTNEY,
B. F. PRESCOTT,
JOHN M. MITCHELL,

Railroad Commissioners of New Hampshire.

CONCORD, December 1, 1890.

PART 11.

OFFICIAL RECORDS.

ACCIDENT REPORTS.

DEATH OF GODFREY BOURDON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1889.

June 4, 1889, at 11.12 A. M., Godfrey Bourdon, a man about fifty years of age, residing in Concord, was struck by train No. 72 over the Concord & Claremont Railroad, which left Concord for Claremont at 11.06 A. M., and killed, at a point about one mile northerly of Concord station. He was at the time of the accident in the act of crossing the track from the easterly to the westerly side. He resided a few rods westerly of the track, upon a street known as Fosterville. The evidence tended to show that he was at the time in poor health and afflicted with deafness and imperfect eyesight. A curve in the railroad immediately south of the point where Mr. Bourdon was struck obstructed the engineer's view until within a few feet of him. When struck, a portion of the train passed over one leg and arm and broke his head and inflicted other injuries from which immediate death resulted. At the point where he was attempting to cross the track there was no recognized crossing, although a path led to each side of the track. The evidence did not disclose the purpose for which the deceased was upon the east side of the track, nor was it shown whether or not he saw or heard the train until he was struck. Immediately on seeing him the engineer reversed steam and called for and applied brakes; but the distance was too short to enable him to stop the train before striking him, and it could not be stopped until it had nearly gone its length, — three cars beyond where it struck the deceased.

This death, which was entirely accidental, illustrates again the danger resulting from the use of the railroad tracks by persons at unguarded moments and in an unauthorized way, and further

emphasizes the necessity for some statutory prohibition and legal punishment for such use. This constant and increasing trespassing upon railroads and reckless disregard of personal safety should in some way be prohibited. This case is no exception to that rule within which it comes. So long as trespasses of this character are legalized by toleration, similar results are likely to follow.

JOHN M. MITCHELL,

For the Board.

DEATH OF BETSY H. SHAW.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, July, 1889.

Betsy H. Shaw, a widow lady eighty-one years of age, while walking over the highway crossing upon the 22d of June, near her home in Milford, was struck by the locomotive attached to the 5 o'clock P. M. express train from Boston, and thrown upon the ground with such violence as to cause her death. The accident was witnessed by several persons, whose testimony all points to a conclusion that Mrs. Shaw, who was quite deaf, did not notice the approaching train until it had nearly reached her, when she miscalculated its distance and, quickening her pace, attempted to cross in front of it, which she barely failed to do, as she was not run over by the locomotive but struck by its side after she had passed over the track. The train had slowed up considerably in order to make the stop at Milford station, a few rods above, and the crossing whistle had been blown just below, but the speed at that point was about twenty-five miles per hour, and owing to some obstructions the engineer did not see the lady until she was almost upon the track and it was too late to do anything to prevent the fatality. Even had this been otherwise it is not probable that her life would have been saved, for an engineer, acting under instruction to take an express train to a given point in the time allowed him, and in fact any engineer, acts upon the reasonable assumption that a person who is walking towards a crossing in broad daylight, in full view of the track, and within eighty rods of where a shrill whistle that can be heard for miles is being sounded, will take notice of approaching trains and keep out of danger until they pass. Any

other rule would bring nearly every train to several stops upon crossings, and render it impossible to afford the public the speedy transportation it expects and demands.

HENRY M. PUTNEY,

For the Board.

DEATH OF JOSEPH C. PORTER.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, July, 1889.

About 10.12 o'clock A. M., July 2, 1889, Joseph C. Porter, a brakeman on freight train No. 15, while on duty, was killed as the train was passing southerly near the upper switch at West Andover. He had been employed as brakeman only about a month. Train No. 15 had thirty-six cars, and Mr. Porter's position was upon the forward part from Canaan to West Andover. Shortly before reaching West Andover the conductor of the train, having discovered that there was a hot-box, motioned Porter to stop, and the train was stopped. After fixing the hot-box the train went on to East Andover, and there received orders from the Concord office before proceeding farther; and after getting orders the train went on to Penacook, where orders were given for Porter to be sent back on the next north-bound freight train. The conductor in searching for Porter to give him the order to return failed to find him, but found blood on the rear of the tender and on the draw-bar of the car next to the engine. His lantern was found upon the tender, but the light was extinguished. Porter was last seen upon the train as it stopped at West Andover. He was then seen upon the forward end of the car next to the engine and apparently in the act of passing from the car to the engine. His light suddenly disappeared from the top of the car. The night was dark and the space between the car and tender was quite wide, with no ladder on the end of the car,—the ladder upon this car being at its side.

From the best evidence attainable it appears to this Board that in his attempt to either step or jump from the car to the tender he missed his hold or footing and fell between the car and tender, was run over, and instantly killed. His face, head, and body were badly mangled and mutilated. The body was passed over by trains numbered 15, 12, and 17, and part of 14. The trainmen upon No. 14,

going north, found the body at West Andover at 3.45 o'clock A. M., at the point where Porter was apparently passing from the car to the engine when he fell and was killed. The remains were properly cared for and sent to Concord by the early express train, and there given in charge of an undertaker. Mr. Porter, as disclosed by the evidence, was about twenty-five or thirty years old, a man of good habits and a faithful employé.

JOHN M. MITCHELL,
For the Board.

DEATH OF DANIEL B. FAVOR.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, July, 1889.

On July 8, 1889, soon after 10 o'clock A. M., Daniel B. Favor, an employé of the Concord Railroad, while passing easterly over the tracks at the north end of the passenger station in Concord, was struck, run over, and instantly killed by a locomotive that was backing northerly upon the railroad track just easterly of the Montreal track. Immediately previous to the accident Mr. Favor had been upon Concord Main street, through which was passing at the time a large circus procession, and when injured he was returning from Main street to his place of work, which was easterly of the passenger station. At the time he was passing over the tracks there was a locomotive upon the Montreal track just south of the point he passed, which was moving south at the rate of two or three miles an hour, and its bell was ringing. The locomotive that hit him was moving at about the same rate of speed in the opposite direction, and the bell of this one was also ringing. As he crossed the Montreal track and approached and passed upon the track next easterly — the one on which he was killed, — his attention appeared to be directed in a northeasterly direction, towards the Free Bridge road, on which a portion of the circus procession was at the time passing, and he was apparently observing the procession and entirely unconscious of the presence and approach of the locomotive that inflicted the fatal injury. As he passed across the Montreal track and to and upon the track where he was killed, he was not observed, as shown by the evidence, by any one except the engineer upon the locomotive backing south ; and this engineer did not discover Favor's ap-

parent unconsciousness of the presence of the locomotive moving north in season to give any alarm ; besides, the distance and the noise of the different bells and locomotives rendered an alarm by him practically useless. The engineer in charge of the locomotive which struck Mr. Favor was in the proper discharge of his duty, observing directions and signals given him by those in charge of the yard, and until some time after the engine struck Mr. Favor, and his body had been dragged or pushed north over one hundred feet, he was not conscious of Favor's presence in the train shed.

The accident, as it appears from the evidence, was due to Mr. Favor's unconsciousness of the movements and presence of the locomotive which struck him. His employment was marking cars. He was thirty-nine years old, and had been for many years a faithful, intelligent, and efficient employé of the Concord Railroad.

The large number of men whose lives have been sacrificed in the Concord Railroad yard within a comparatively short time should increase the care and caution of the men, and the corporation, if practicable, should provide some additional safeguards and preventives. The sad and serious consequences to the family, community, and corporation incident to the death of men by such accidents should stimulate all to extraordinary efforts to avoid such results.

JOHN M. MITCHELL,

For the Board.

DEATH OF JOHN HUGHES.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, July, 1889.

A fatal accident occurred upon the Lowell system, Southern division of the Boston & Maine Railroad, near Nashua station, on the first day of June, 1889, which resulted in the death of John Hughes, a colored person, who was a trespasser upon the railroad. The point where the accident occurred was near Little's station. The accident occurred at about 10 o'clock in the forenoon. Rufus T. King was the engineer on the passenger train which left Boston at 9 A. M. He testified that he was not more than one hundred feet from Hughes when his locomotive struck him. Hughes was supposed to be traveling from Nashua towards Lowell. A freight train running south was approaching the passenger train. Hughes was

standing upon the track of the passenger train, and appeared to be looking at the freight train and one of the brakemen upon it, and gave no attention to the bell and alarm signal of the passenger train. There was no opportunity to stop the train, which was running at the rate of about forty miles per hour, as the accident occurred upon a curve in the road. Mr. Hughes was a trespasser, and the only clue to his name was from a Testament that he had in his pocket which had his name in it.

From the evidence before the commission it did not appear that any one connected with the corporation was at fault, but that through carelessness he came to his death. As long as the railroad tracks are used as highways for tramps and other people fatal accidents like the above must constantly be expected. The whistle was blown, the train was stopped, the body was taken upon the train and carried to the Nashua depot, and every attention was shown that the case required. The testimony of the engineer and other trainmen was that on an average more than twenty tramps and trespassers are warned off the road daily between Boston and Nashua.

B. F. PRESCOTT,

For the Board.

DEATH OF WILLIE COLLIER.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

On the 14th day of August, 1889, at about 2.30 o'clock in the afternoon, an accident occurred on the extension of the Portland & Ogdensburg Railroad, near Scott's station, which resulted in the death of Willie Collier, a lad about eleven years old. The testimony of Charles H. Hackett, conductor, Daniel P. Eaton, locomotive engineer, Joseph King, brakeman, and E. W. Reynolds, time-keeper, was taken, and all to the same effect. Young Collier lived near the road and for awhile was employed in carrying drinking-water to the men employed in the construction of the road. For certain causes he was discharged from that position. As soon as the rails were laid upon the road, and a construction train was put upon it for transporting men and material, young Collier used to get upon the train and ride from place to place. He was repeatedly warned off by those in

charge of the train. He gave but little attention to what was said to him and gave to men upon the train much anxiety and annoyance. The youth belonged in Waterbury, Connecticut, and was stopping with his parents near the new road. On the day of the fatal accident he got upon the train and was not seen. He stood upon the rear end of a platform car, and a box-car was in the rear of that. The train was getting some spikes and other material. When it started there was some jerk, as usual in the starting of trains. Collier fell from the car upon the track, and one pair of trucks of the box-car went over him, crushing his chest and breaking his arms. The train did not move more than ten to twelve feet before he was discovered. He died instantly. The engine was at once dispatched to Scott's for a coroner. The chairman of the board of selectmen of Dalton, who was a coroner, immediately repaired to the scene of the accident and took charge of the body. He did not deem an inquest necessary. All testified that he had repeatedly been warned and driven off from the train, but he did not heed the warnings, and this sad accident occurred in consequence of his persistency in getting upon this train. The Board cannot see where the employés of the railroad were responsible for this sad death.

B. F. PRESCOTT,

For the Board.

DEATH OF JOHN MORAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

John Moran, who was lying upon the track of the Boston & Maine Railroad between Dover and Madbury, on August 14, 1889, at 5.50 P. M., was struck by passenger train No. 75, west bound, near Kittery bridge, about a mile and a half from Dover.

The evidence tended to show that the deceased was a laboring man, addicted to intemperance in the use of liquor, and that on the day of his death he had been seen in Dover in an intoxicated condition as late as 4 o'clock in the afternoon, when, in company with another man, who was not recognized by the person seeing them, he was walking upon the main track of the Boston & Maine Railroad in the direction of Madbury, and both were boisterous and intoxicated. As the engineer of the train which struck him first sighted

the object upon the track he did not recognize it as the body of a man, it appearing like an inanimate object, such as is frequently found upon the track, having been blown there by the wind, or like a dog which might be lying there; but as soon as he discovered that it was a man, either asleep or drunk, who was lying lengthwise of the track, he blew the whistle and reversed the engine, but he was then unable to stop the train before striking him.

When the engineer first saw the object, had he reversed his engine he might have stopped the train before reaching the place where the man was lying, but having no reason to believe that a man, at that time of day, was lying upon the track, he was justified in the course he pursued.

The deceased was a trespasser upon the track at the time of his death, and his own condition and carelessness are the primary causes of his unfortunate and fatal injuries.

JOHN M. MITCHELL,

For the Board.

DEATH OF MARTIN HYNES.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

Martin Hynes, an employé in the engine-house of the Cheshire Railroad, was found dead in the railroad yard in Keene, on the 21st day of September, 1889, at about 7 o'clock in the evening. No one saw the accident. He is supposed to have been walking on the track, and been struck by the switch engine, as it was on a side track. The heel of his boot was caught between the rails at the triple switch. A short time before the accident he had left his home to go to the street. The accident happened at the end of the switch rail, and not at a frog. He was a lame man, fifty-two years of age, and was walking with a cane. Diligent inquiry was made and no one was found who saw the accident or could give any information how it occurred.

B. F. PRESCOTT,

For the Board.

DEATH OF CARLTON H. EVERETT.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

An extra coal train from Portsmouth reached the Manchester yard about 9 o'clock Monday evening, September 23, 1889. The cars were left "on the hill" and the engine sent to the round-house in accordance with the usual custom in such cases. At that time William K. Forsaith, the night yardmaster, and Dorric La Flamme were on duty, and the shifting-engine Vulcan was at work upon the west side of the yard. Its crew consisted of Carlton H. Everett, an experienced and competent engineer, who had run in that place about two weeks; Earl H. Danforth, fireman; Fred Cota, who, as boss shifter, had the same relative position as a conductor on a passenger train; David Hill, a brakeman and coupler; and Michael T. Sullivan, a switchman. The coal train was seen when it arrived by most of these men, and a few minutes after, Forsaith called Everett's attention to the fact that the cars had been left on the Portsmouth track, and La Flamme told Cota the same thing. It is also testified by Cota that as the Vulcan was passing him, he, too, told Everett that the coal cars were there and warned him not to run into them. Mr. Danforth, however, who was on the engine with Everett, did not hear the warning and has no knowledge that he was ever informed that these cars were upon that track. After the Vulcan had passed up and down the yard eight or ten times, at about 10 o'clock, Cota ordered Everett to run up the hill, over the track on which the coal cars stood, and set the four or five cars to which the Vulcan was attached upon No. 1 siding. This Everett promptly attempted to do, and had nearly reached the coal cars when he discovered them in front of him. He shouted to his fireman to look out, but it was too late, and an instant afterwards the Vulcan had collided with a coal car, and Everett was fatally crushed between the back board of the cab and the tender, where he was caught while he was either attempting to leave the engine or was leaning out to get a better view of what was in front of him. He fell into the arms of a brakeman who stood upon the ground, and was tenderly cared for, but died in about forty minutes.

This accident belongs to a class in which somebody is seriously at fault. A collision is impossible when there is not carelessness or something worse. In this case Cota, the boss switchman, is the one man living who can be held responsible. Mr. Everett took his orders

from him, as it was his duty to do, and he died while trying to execute those orders. Cota's explanation is that he forgot all about the coal cars on the Portsmouth track, and he says he supposes that Everett also forgot about them.

It was incumbent upon Everett not to run his engine into danger, even when ordered to do so, and if he forgot what had been told him, he was equally at fault with Cota, but there is no proof before the Board that he was informed so that he understood that the coal cars were there and to remain there. As he had been at work but a fortnight in that place, and as this extra coal train was the first that had arrived at that hour during the time, he may not have known that the track on which it stood was the one over which Cota ordered him, or he may have assumed that Mr. Danforth, his fireman, who was handling the engine at the time the order was given and was familiar with the yard, would not allow him to run into trouble. But in any view of the case Cota was at fault. He knew that the coal train was on the Portsmouth track. It was his business to remember it and to keep the Vulcan from running into it, and this by his own admission he failed to do.

H. M. PUTNEY,
For the Board.

DEATH OF SALMON GLEASON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, November, 1889.

Rev. Salmon Gleason was fatally injured upon the second crossing above Warren station on the Concord & Montreal Railroad, September 9, by being struck by the locomotive of the express train south. He was eighty-five years of age, was lame, and walked with a cane, but otherwise vigorous and in the possession of all his faculties. He resided in the vicinity, was familiar with the trains, and accustomed to cross the track very frequently. When injured he had been at work digging potatoes on his farm east of the track, and was passing from the field to his home on the other side. The train was twelve minutes late, and the engineer, John D. Swain, testifies was running at the usual speed, which the fireman, Walter E. Bickford, says is about fifteen miles per hour, as the brakes are usually set above that point to hold the train down the hill and

bring it to a stop at the station about fourteen hundred feet below. The crossing whistle was sounded at the proper place, and the bell was being rung when the accident occurred. Mr. Gleason was first seen by the fireman just as he stepped upon the track but a few feet in front of the engine, and by the engineer but a second before he was struck. Neither could then do anything to save him. The railroad, for several hundred feet above this crossing, is upon an embankment from one to twelve feet above the highway; it is on a grade of ninety feet to the mile, and upon a curve. There is a section-house in the angle formed by the intersection of the railroad and highway; and also considerable quantities of wood in piles. These obstruct the view between the railroad and highway for some distance; but from a point in the path over which Mr. Gleason passed, thirteen feet east of the rails, and at all points between that and the track, the view is entirely unobstructed. As he probably moved very slowly, being lame and weary, and as he passed over this distance and nearly over the track before he was hit, with the train in plain sight, it is reasonable to conclude that he saw it, miscalculated its distance from him or its speed, and supposed he had time to cross before it would reach him. It does not clearly appear why the fireman, who was upon the same side, failed to see him before; but had he seen him when he was twenty feet away, the train could not have been stopped before it reached the crossing, and it is not likely that any attempt would have been made to stop it, for, as has been said in previous reports by this Board, enginemen assume, and have a right to assume, that pedestrians in full view of the track will, when nearing a crossing, take notice of approaching trains and refrain from stepping in front of them. Any other rule of action would bring every train to a stop upon crossings so frequently that traveling upon railroads would be attended with such vexatious delays and failures to make connections that the public would rebel. With this view of the case, we can find no one, who is living, responsible for the fatality. The car-house referred to does not appear to have been a cause of this accident, but it is liable to prevent trainmen and drivers of spirited horses from averting collisions there, and in the judgment of the Board it should be removed to some other spot.

H. M. PUTNEY,

For the Board.

DEATH OF MICHAEL EDWARDS.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

At 9 o'clock in the evening of October 28, Michael Edwards, a dissolute character, was at the city hall in Manchester intoxicated. Half an hour later, John C. Ray, superintendent of the State Industrial School, while looking for a boy who had run away from that institution, and Charles Emery, a night watchman, saw Edwards standing on the bunters between two freight cars in the Concord Railroad yard in Manchester, which was the last seen of him alive. At midnight his lifeless and mangled body was discovered upon the track about a mile below Goffe's Falls, where he had evidently fallen under the car wheels while attempting to steal a ride to Nashua upon the freight train which left Manchester at 9.35 P. M. This fatality is clearly due to the recklessness and intemperance of the victim, and no one else was in any way responsible for it.

H. M. PUTNEY,

For the Board.

DEATH OF JOSEPH MORAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

The locomotive Conqueror left Fabyan's for the Wing Road at a little past 9 o'clock A. M., October 6. It was running "wild" and going after some freight cars. On nearing the Zealand crossing, the whistle was sounded and the bell rung as usual. When it reached a point a few rods below, it struck Joseph Moran, who was attempting to cross the track in front of it, injuring him so that he died soon after. The testimony before the Board is that of John H. Lawlor, the engineer, Edgar J. Houston, the fireman, Mary Gorman, Michael Stamp, and George N. Pike, who were eyewitnesses to the accident, and it is all to the effect that Mr. Moran left a house near by shortly before the engine reached the crossing, and moved toward the track; that he saw it approaching and at once quickened his

pace to a run, as if to get over the rails in front of it, and was struck when he was nearly across. It was beyond the power of the engineer and fireman to prevent the fatality, and we judge it was due entirely to the recklessness of the victim.

H. M. PUTNEY,

For the Board.

DEATH OF FRED A. JOHNSON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1889.

Fred A. Johnson, a faithful and efficient employé of the Boston & Maine Railroad, the conductor of freight train No. 240, on September 3, 1889, was fatally injured when he reached North Hampton depot, on the Eastern division. His train was on the way to Boston ; it was due in North Hampton at 10.08 o'clock, but reached there upwards of two hours late. There was in the train one car to be left at North Hampton, and two cars upon the side track at that place to be taken into the train. The switch to the side track upon which the car in the train was to be left, and that upon which stood the cars to be taken into the train, was located southerly of the depot, and to reach it the depot had to be passed upon the main line. When the train had reached a point about half a mile north of the depot, the conductor, Mr. Johnson, pulled the coupling-pin between the third and fourth, or fourth and fifth, cars from the engine, thus disconnecting the train and leaving attached to the engine three or four cars, which included the car to be left. After this disconnection of the train, the forward part moved rapidly towards the switch, and Mr. Johnson ascended one of the forward cars of the rear part and assumed the direction of this portion of the train. The conductor's apparent purpose in making this disconnection was to enable the forward part of the train to reach the switch, go upon the side track, leave one car and take on two others, and again reach the main line before, or by the time, the rear end of the train reached the switch, and thus make up some of the time already lost by the train. While those in charge of the forward part of the train were conducting it to accomplish this result, the rear part of the train was moving forward at a rate which, as it apparently seemed to Mr. Johnson, who was conducting it, was likely to reach the switch before the return of the other part to the main track ; and, to pre-

vent this result, he, while on one of the cars, facing the rear end of the train, motioned the rear brakeman for brakes, and in doing this leaned toward the depot side of the train, and as he reached the depot he was looking in the opposite direction, and, evidently not being aware of his near approach to the depot, he was struck on the back of his head by the end of an awning projecting from it and covering the platform in front of the depot. On being struck Mr. Johnson was thrown to the ground, his neck was broken, and other injuries resulted from which he died in a few hours. The lower part of the roof of this awning is as high, or a little higher, than an ordinary freight car, and extends towards the track as far as the side of the car, or, possibly, a little over the car. It was claimed by the corporation that Mr. Johnson, in disconnecting this train as he did, violated rule 14, which is as follows : " 14. Neither conductors nor brakemen will be allowed to disconnect any part of their train while it is in motion, nor to make flying switches when possible to avoid it." This is a rule that has been in existence for a considerable time, and the evidence tended to show that it was frequently violated or disregarded by the trainmen ; but there was no evidence to warrant the conclusion that it was at this or any other time disregarded by the direction or with the knowledge or consent of the corporation or any of its officers or agents. The common disregard of this rule resulted, generally, from an honest desire on the part of the operatives to save or make up lost time. A strict observance of the rule by Mr. Johnson on this occasion would undoubtedly have prevented this accident ; and it may be asserted with equal accuracy that even the disregard of the rule, as on this occasion, would not have resulted in the accident in the form in which it occurred, had it not been for the awning by which Mr. Johnson was struck. In the opinion of the commission, the close proximity of this awning to passing cars on which men are obliged to operate renders it unsafe ; and this awning, and all others of similar construction which imperil the safety of trainmen, should be removed at the earliest practicable moment. The commission therefore recommends that the corporations operating the different railroads of the State reconstruct such awnings or projections of the depots upon their respective lines as in their present form endanger the safety of trainmen. Mr. Johnson was about fifty-five years of age, and had been an employé upon this road for several years. He was regarded by his fellow employés as a prudent and ordinarily careful man. After the accident he was properly and well cared for until his death, and all possible aid provided for him.

JOHN M. MITCHELL,

For the Board.

DEATH OF DANIEL A. DARRAH.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December, 1889.

Daniel A. Darrah, a switchman in the Northern Railroad yard, at Concord, at 4.30 P. M., September 30, 1889, was struck by a train, felled to the ground, run over by several cars, and sustained injuries from which he died about 2 o'clock A. M., October 1.

There was a wound inflicted upon the head which involved nearly the whole scalp, the right arm was crushed from the wrist nearly to the shoulder, and there were several contusions about the shoulders, hips, and legs. At the point where the accident occurred, there were six different tracks that were parallel, or nearly so. There were upon those tracks at the time two switching and one freight train. The freight, which was a Concord train, was at the time either moving northerly or standing upon what is known as the "Concord track," located westerly of the track on which the accident occurred, and one of the switching-trains was also moving northerly upon a track westerly of that on which Mr. Darrah was injured, the other switching-train, the one which struck the deceased (engine 14), being northerly of the switch. Mr. Darrah set the switch to permit this train to go south upon what is known as the "east track," for the purpose of taking out some cars and also to clear the track for the other trains going north.

After setting the switch, Mr. Darrah motioned the engineer on engine 14 to back south upon the east track, and the engineer, Charles Lamprey, did so at the rate of two to four miles an hour. When the train began moving south, Mr. Darrah left the switch and walked southerly in advance of the train, but for what purpose did not distinctly appear; it is presumed, however, that he did so to set another switch four or five cars' length south of the one already set.

He walked between the Concord and east tracks for a short distance after he left the switch, then, leaving the path between the tracks, he passed easterly and got upon the east track, the one on which the train run by engine 14 was backing, and he had walked upon this track but a short distance ahead of the train when he was struck and injured as above stated. As the train was approaching him, Martin McMahon and Reuben E. Clark, who observed his danger, called to Darrah and got his attention, but too late to save him. He seemed entirely unconscious of the near approach of the train, although he had just set the switch for the train to back in upon this

track. The engineer of this train did not see Mr. Darrah while he was walking from the switch to the place of the accident, and was notified of the accident by signals from others to stop his train, which he did as soon as possible. The evidence did not disclose how it happened that the deceased went upon this track upon which a train was backing and for which he had just set a switch ; and it is a matter of mere speculation whether he thought the train had not started to back down and, therefore, was not moving, or had miscalculated the rate it was coming and supposed it farther from him than it really was, or had forgotten about this train, or in his haste and inattention thought he was walking upon a different track from that on which the train was approaching.

In view of all the testimony and circumstances, especially considering the number of tracks at this point, it appears to us more probable that he mistook the track on which he was walking, and therefore was not aware of his exposure to danger.

Mr. Darrah was about twenty-eight years old. He was a faithful servant and a man of prudence and intelligence. The witnesses who appeared and testified before the commission were Martin McMahon, Reuben E. Clark, Patrick J. Donovan, Charles Lamprey, Jerry Shine, W. J. Brown, John Welch, and C. H. Fuller.

JOHN M. MITCHELL,

For the Board.

DEATH OF CLARENCE LITTLEFIELD.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December, 1889.

An accident occurred on the Western division of the Boston & Maine Railroad, on the 30th day of October, 1889, which resulted in the instant death of Clarence Littlefield, a brakeman. The accident happened near the Powwow station, at 2.43 o'clock in the afternoon. Freight train No. 92, consisting of twenty-eight loaded cars, was going west towards Boston. At the Powwow station cars loaded with ice were to be taken. Littlefield was upon the locomotive, and when he saw the signal which indicated that loaded cars were to be taken into the train, he went across the tender and got upon a car loaded with lumber of irregular dimensions in order to give the proper signals to the other train hands. At this station, as was tes-

tified to by Stephen C. Sears, the engineer, there is a sharp grade; when a portion of the train had passed over the highest part of the grade, there was a slack between the cars, and Mr. Littlefield, standing upon imperfect footing, lost his balance and fell backward between the tender and the car. The engineer stopped the train as soon as possible, but thirteen cars had passed over the unfortunate man. Life was extinct when he was taken from under the train. Both of his feet were cut off and a portion of his head. The train broke apart at this station, but the testimony of the conductor and others was to the effect that the fatal accident was not due to this fact. The car on which the link broke belonged to the Pennsylvania road, and was inspected in Portland by the proper officers. It was left at its destination, Newton Junction. Mr. Littlefield was giving the proper signals for the handling of the train, as related in the testimony of the conductor and other brakemen. The slack or jerk in the train was felt by the other employés, and one other brakeman testified that he saw him fall. Mr. Littlefield was a faithful, sober man, punctual in the performance of all his duties, and highly esteemed by the officers of the corporation and his associates upon the train and road.

B. F. PRESCOTT,

For the Board.

DEATH OF ETTA DURGIN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

Etta Durgin, a girl about seventeen years of age, was instantly killed in the railroad yard in Dover, on the 18th day of December, 1889, at 5.50 o'clock in the afternoon. The circumstances of her death, as given by the witnesses, are as follows: Harry Glidden, a young man living in Dover, met Miss Durgin upon the street, and in company with her went upon the track of the Boston & Maine road and walked upon the track past the street which led to Etta's home. She had some talk with train hands who were on a train standing upon a side track. The couple shortly retraced their steps, as Glidden testified, and again passed the street leading to the home of the victim. Locomotive No. 266 had brought some cars and left them on a side track east of where the accident occurred, and was backing through the Dover yard to get water and

fuel and to be turned upon a turn-table. S. W. Twombly, the engineer, testified that he was running about six miles per hour. The couple walking upon the track did not discover the approach of the engine until it was almost upon them. Glidden was hit but not injured, while Miss Durgin was run over and instantly killed. Several witnesses testified that they had repeatedly seen her walking upon the tracks, and had cautioned her not to do so, to which admonitions she gave no heed, and frequently replied that she could look out for and take care of herself. In several instances trains had stopped and slacked speed for fear of running over her when she was upon the tracks. She was almost a daily trespasser. Her companion admitted that they had no right to be upon the track, and said they were engaged in conversation when the tender of the locomotive struck them. The bell of the locomotive was not ringing at this point in the yard, for the rules of the corporation do not require it, but the bell was properly rung while crossing the streets at either end of the station and while passing the station and platforms. This is another instance where a life was lost because the person killed persisted in being a trespasser upon a railroad, and particularly in a city where there were plenty of streets where she could go to and from her home in perfect safety. Until this practice of walking upon railroad tracks is prohibited, frequent deaths of persons killed by locomotives and cars must be recorded.

B. F. PRESCOTT,

For the Board.

COLLISION AT DERRY.—DEATH OF GEORGE TIBBETTS.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

George E. Tibbetts, a young man in the employ of H. P. Hood & Sons, the milk contractors, was fatally injured by jumping from a car at Derry, December 30, 1889. It is the usual custom, during the winter months, to take a car, which Mr. Hood uses exclusively for the transportation of milk, from Pittsfield, where it is filled, over the Concord Railroad to Manchester, and then transfer it to the Boston & Maine road, by which it is hauled to Derry attached to the passenger train that leaves Manchester at 4.35 P. M. At Derry the car is side-tracked, and its contents removed to others in

which Mr. Hood carries his milk to Boston. In order to save time and trouble, a flying switch is made at Derry, the milk car in the rear of the passenger train being cut off about a quarter of a mile above the station by a brakeman who stands upon its platform and controls its speed with a break until it runs upon the Hood siding, where he brings it to a stop, leaves it, and goes to the passenger train to finish the trip to Boston. On the day of this accident the cut-off was made as usual by Frank E. Harvey, the brakeman, and the switchman in the yard threw the switch so as to set the car upon the siding; but when the brakeman attempted to check its speed, which was thirty or forty miles an hour when it was cut off, he found himself unable to do so because the brake did not hold. Mr. Tibbetts, who was upon the platform, went to his assistance and together they wound the brake as far as possible, but to no purpose, and as it became evident that the car would dash down the side track and into another which stood at the lower end, both men jumped. Mr. Harvey struck upon the ground and escaped with a broken arm. Mr. Tibbetts attempted to jump upon a wharf about four feet high beside the track, and the probability is that he struck upon it, and was thrown back in such a manner that he was caught and crushed between it and the car, receiving internal injuries which proved fatal.

The accident was clearly due to the failure of the brake upon the milk car to hold it, as the brakeman supposed, and had a right to suppose, it would. The car was a spare one which had that day been put upon the road to take the place of another sent to the shop for repairs. It is an old car, and when it was run regularly its brake was the subject of much adverse comment by trainmen, who regarded it as unreliable, but on that day it was examined at Manchester and appeared to be all right. Mr. Tibbetts, the victim, was an intelligent, active man, who had been in Mr. Hood's employ several months and was familiar with the running of this train, which he accompanied daily from Pittsfield. In jumping as he did to escape a collision which was clearly inevitable, he only acted the part of prudence, and neither he nor the brakeman can be held responsible for contributing in any way to the fatality. It remains, however, to be said that somebody is seriously at fault for establishing and continuing the custom of making a flying switch at this point when the train is running at the rate of thirty or forty miles an hour. Such a custom is recklessness, for which the saving of time and trouble is no excuse. It should be discontinued at once.

H. M. PUTNEY,

For the Board.

DEATH OF JOHN DIGNAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

On the 7th day of December, 1889, at 6.45 o'clock P. M., John Dignan, an employé on the Southern division of the Boston & Maine Railroad, was fatally injured near the Concord Railroad station in Nashua. The circumstances connected with this case, as stated by the witnesses, are as follows: Detached locomotive *Minotaur* was at the round-house of the Nashua & Lowell road in Nashua, and was starting down the track towards the east. Dignan, who was employed in the yard, had finished his day's work and was that night going to his home in Manchester. He got upon the locomotive and talked with the engineer, William B. Tripp, and his brother, George P. Tripp, the fireman. They testified that he appeared all right and sober; that they knew him, as he worked upon their road. Just before the locomotive reached the Worcester, Nashua & Rochester Railroad, Dignan left his place inside the cab and stood upon the step on the fireman's side. The engine was running six or seven miles an hour. Neither the engineer nor the fireman, who was ringing the bell, saw him jump to the ground, but the fireman looked back over the tender and saw several persons running to the track. The locomotive was at once stopped and backed near where the men were gathered, and Dignan was found lying there with one leg badly crushed. Before he died he said that when he jumped he slipped and fell under the tender. He was at once removed to the Adams House near by, and surgeons summoned. He was put under the influence of ether and his leg was amputated near the body. He soon died. He jumped from the locomotive at the point determined upon by himself, and never asked the engineer to stop or slack the speed at which he was then running to let him off.

B. F. PRESCOTT,

For the Board.

COUPLING ACCIDENT AT GORHAM. — DEATH OF THOMAS J. KELLEY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

Thomas J. Kelley, a brakeman in the employ of the Grand Trunk Railway Company, was killed while coupling cars at Gorham, at about 12 o'clock m., November 21, 1889. Mr. Kelley was an intelligent, active young man, and while he had been regularly in the employ of the company but two months, and was making his fourth trip upon mixed train No. 17 when he was killed, he had previously had considerable experience as a spare brakeman or coupler in the yard at Lewiston, and was quite familiar with the duties and dangers of the position he occupied. The account of the accident by which he lost his life, as given by Willie F. Hodgkins, the conductor, Joseph Andrews, the engineer, and Edward Allen, a brakeman of the train, and corroborated by others, is as follows: It is the custom to take this train from Island Pond to Gorham with one locomotive, and from Gorham to Portland with another, and to do such shifting as the business requires. When Kelley was injured, the locomotive that was to go to Portland was making up the train. He had already made two couplings and was attempting to make a third between the van and a passenger car, which after the second coupling were about a car's length apart. He signaled the other brakeman, who in turn signaled the engineer to back the locomotive down so as to close this gap, and when this was done very slowly he stepped between the van and car just as they came together to put in the pin. For some reason he failed to drop the pin into the shackle as he intended, and this permitted the car and van to be crowded so close together that he was fatally crushed between them, and died soon after. The car was equipped with the Miller brake coupling, which was in good order, as were the draw-bar and link upon the van. Had he stepped upon the platform of one of the cars, as he should have done to make the coupling, he would not have been injured, and his death is clearly attributable to his failure to do this.

In taking the course he did, however, he followed the usual custom of brakemen, who, to save time and trouble, too often jeopardize their limbs and lives by taking a position between cars that are coming together in order to couple them. None of the evidence in our possession tends to the conclusion that the corporation or any of Mr. Kelley's fellow-employés was in any way at fault.

H. M. PUTNEY,

For the Board.

DEATH OF AMABLE COTE.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

Amable Coté, a resident of Nashua, on the 2d day of January, 1890, was walking on the track of the Worcester, Nashua & Rochester division of the Boston & Maine Railroad, on his return from a quarry where he had been at work, situated below Nashua on that road. The passenger train from Worcester, due in Nashua at 3.55 P. M., was approaching the city. The engineer, Edwin Young, testified that he sounded a long whistle from one half to three fourths of a mile out of the city; that he saw Coté walking upon the track and began to give the warning signals, as he always does when people are traveling upon the track. People usually step off, and he had no reason to doubt that the man ahead of him would do as the others did. When he found he gave no heed to the whistles or the ringing of the bell, he reversed his engine and made every effort to stop the train, but he got so near the man it was impossible to accomplish his purpose. The locomotive struck and threw him some distance to one side. The train was running from thirty to thirty-five miles per hour. When the train stopped it was backed, and Coté was found to be dead. His body was put into the baggage car and carried to the Main-street station in Nashua, and from there he was conveyed to his home. Mr. William Holland, the fireman, corroborated the testimony of the engineer. Coté was very deaf, was walking alone, and about one fourth mile from highway crossing. Many others are trespassers at this same point, and the engineer testified that it is one of the worst places upon the road for people to travel, and it is impossible to tell when they are going to step out of danger, as they wait until the train almost reaches them.

B. F. PRESCOTT,

For the Board.

DEATH OF HENRY T. FIELD.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

Henry T. Field, head brakeman on freight train No. 17, on the Cheshire Railroad, was killed on the 24th of December, 1889, at about 1 o'clock in the morning. This train left Bellows Falls at

5.40 P. M., December 23. The engineer, Ethan A. Crosby, of Walpole, testified that the last he saw of Field was just after the train left Marlborough; at the Summit in Fitzwilliam he saw the light of Field's lantern reflected upon his cab window. When he reached Fitzwilliam, Field was missing. He with others went back to the Summit and there found him lying across the rails dead and badly mutilated. Fred A. Bissell, of Bellows Falls, the fireman, testified that the last time he saw him was at the Summit; that he was climbing out of the second car from the front on to the roof. He then walked to the head car and to the head brake, which he took hold of. In his walk to the head car he moved very slowly and carefully, with one foot on the running-board and the other on the roof, as the top of the car was very frosty and slippery. Bissell looked again but failed to see him, and at once got upon the head car and discovered Field's lantern about midway of the car roof. The head brake was partly set up. The fireman assisted in letting the train down the grade to Fitzwilliam, and then went back on the locomotive to find Field. The conductor, Charles Taggart, of Bellows Falls, testified that he last saw him at Keene, and that he was in the saloon while the train was running from Troy to Fitzwilliam. He noticed no unusual movement in the train that evening. All testified that the cars were very slippery, and the probabilities are that Mr. Field slipped while at the brake and fell between the cars, but no one saw him fall.

B. F. PRESCOTT,
For the Board.

HEAD COLLISION ON CHESHIRE RAILROAD. — DEATH OF SIDNEY SLATE AND CHARLES W. GIBSON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

January 6, 1890, at 9.30 A. M., local freight train No. 9, from Bellows Falls, east bound, collided with a "wild train" from Keene, west bound, about half a mile west of a turnout known as "Summit," which is about six and one half miles east of Westmoreland, and resulted in the fatal injury of Sidney Slate and Charles W. Gibson, engineer and fireman of train No. 9.

Train No. 9, when it left Bellows Falls, had orders not to pass Westmoreland without orders in reference to its running east of Westmoreland. Wild train and train No. 11, which followed it west from Keene, were ordered at Keene to meet train No. 9 at Tenth Section, a turnout about two miles west of Summit, the place of collision. From Keene the train-dispatcher sent to Westmoreland, for the conductor and engineer of train No. 9, the following order: "To conductor and engineer No. 9: No. 9 must meet 'wild train,' Stiles, conductor, at Tenth Section." The telegraph operator at Westmoreland, Miss Harot L. Cook, received this order and duly signified in return, to the dispatcher's office in Keene, that she had received and understood it. In transcribing this order for the conductor and engineer of train No. 9, Miss Cook accidentally and erroneously substituted the word "Summit" for the words "Tenth Section," and with this substitution delivered the order to the conductor and engineer. With this order thus erroneously worded, and relying upon its accuracy, the conductor and engineer of No. 9 left Westmoreland and passed the Tenth Section, and when on a curve, about half a mile west of Summit turnout, collided with the wild train and killed the engineer and fireman of train No. 9. Both trains were badly wrecked. The rate of speed of each train, so far as can be ascertained, was that permitted by the rules.

The deceased engineer and fireman were at their posts of duty when killed, standing at the foot-board and there held by the tender of the engine. The engineer was leaning upon his lever; one foot, his right one, seemed to be on the running-board, apparently for the purpose of bracing himself as he worked the lever. The fireman was wedged by coal and other things that surrounded him. The dead bodies of the engineer and fireman were taken in charge and cared for by Coroner Clark F. Rowell and suitable undertakers. Engineer Slate was about forty years of age and had been in the company's employ about ten years as fireman; he had served as engineer but a short time. Fireman Gibson had been in the company's employ but a short time. Both men, so far as disclosed by the evidence, were prudent, efficient employés, and died complying with what they honestly believed, and had a right to believe, were the orders of their employer.

This unfortunate accident, which resulted in the death of two men, is due to an accidental, unconscious error made by the telegraph operator at Westmoreland, Miss Harot L. Cook, a lady who has occupied this responsible position for fifteen years. As disclosed by the evidence, this is Miss Cook's first mistake in transcribing the dispatcher's orders. The two turnouts, Tenth Section

and Summit, being comparatively near together, and the one used nearly if not quite as much as the other, and therefore the name of the one transcribed by Miss Cook as often, or nearly so, as the other, doubtless had much to do with this unconscious error which, unfortunately, resulted so seriously.

JOHN M. MITCHELL,

For the Board.

DEATH OF JAMES LEAHY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, January, 1890.

In the Concord Railroad yard, at 5.20 P. M., January 7, 1890, James Leahy, an aged employé who had long and faithfully served the Concord Railroad Corporation, was run over and instantly killed by the engine Atlas, which was running backward upon the most easterly track in the yard and destined for the engine-house. The engine had no cars attached; Engineer Joseph F. Cook and Fireman George B. Moulton were in charge of it. No one witnessed this unfortunate and fatal injury. When found, a few moments after the engine passed over him, life was extinct. The fireman testified that the bell was ringing when the engine approached and passed the point where Mr. Leahy was killed; the engineer and fireman testified that the engine was running very slowly at the time. The evidence does not disclose any negligence or carelessness on the part of either engineer or fireman. Engine Atlas had, immediately previous to the accident, drawn into the yard from the south freight train No. 20, and, having distributed the different sections of the train in the proper places in the yard, was being run backwards into the engine-house. Mr. Leahy, immediately previous to the accident, left the shops of the Concord Railroad in his working-clothes, but for what purpose, or where he was going at the time, did not appear. While engine Atlas was backing upon this track, or easterly track, the 5.15 express passenger train south, being a few minutes late, was drawing out of the depot a few tracks westerly of it.

It seems probable, upon the evidence, or rather in the absence of evidence, that Mr. Leahy either did not hear the bell of the Atlas, or his attention was distracted and he was confused by the bell of the express train going south, or, if conscious of the presence and ap-

proach of the Atlas, he may have erroneously supposed that it was backing upon the track next west of that on which he was walking when struck, as engines frequently approach the engine-house by that track.

This accident emphasizes anew the necessity of the corporation providing, if possible, some method of avoiding such accidents, and the great danger incident to the frequent, common, and necessary use of the yard by shop and yard employes, in passing to and from their work; and the necessity on the part of the employes, in the meantime, of exercising care and vigilance corresponding to the exposure and danger to which they are subjected while traveling in the yard, where so many trains are almost constantly passing in different directions.

The witnesses who testified before the commission were W. S. Davis, Jacob Jones, C. F. Chase, Martin Coughlin, Joseph F. Cook, and George B. Moulton.

JOHN M. MITCHELL,

For the Board.

DEATH OF DAVID HIGGINS.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, February, 1890.

David Higgins, a brakeman on the Cheshire Railroad, was killed near the Westmoreland station, on the 21st day of January, 1890, at 4 o'clock in the afternoon. Walter C. Fassett, engineer of locomotive F. H. Kingsbury, testified that he was running an extra freight, No. 13, with twenty-four loaded cars; that about one mile west of Westmoreland station Higgins came back with a flag and said his train was stalled, and asked him to come up and help push them through the ledge. This train was about forty rods in the rear of the stalled train. Higgins then got upon the locomotive, and rode to within two or three cars' length of the train, when he stepped off, and went between the front of the locomotive and the caboose at the rear end of his train, for the purpose of coupling the two together. The locomotive moved very slowly. Mr. Fassett said that he perceived the coupling was not made, as he saw the end of the saloon car rising up a little. The steam was then reversed, and the locomotive backed ten or fifteen feet, as it was a heavy grade at this point. Mr. Fassett got off his locomotive, and

went forward and found Mr. Higgins dead in the middle of the track, where he had been caught between the front of the engine and the saloon car. The engineer could not tell whether he got upon the pilot or whether he got hold of the shackle-iron. The engine moved ahead about a foot after the steam was reversed.

Walter E. Judd, the fireman on the F. H. Kingsbury, testified that he saw Mr. Higgins go in front of the locomotive to couple it into saloon car of train No. 13, and saw him stoop as if to pick up the shackling-rod, but saw nothing after that. He also corroborated the statements of Mr. Fassett.

George W. Tobias, conductor on the train to which Mr. Higgins belonged, testified that his train got stalled, and that he sent Higgins back with a flag to stop extra train No. 13 and then went ahead to see what caused the engine on his train to stop. He did not see Mr. Higgins after that. He testified that the extra came up very slowly, and when it touched the saloon car the contact was hardly perceptible.

As no one saw Mr. Higgins in the act of coupling the trains together, the exact cause of the fatal accident cannot be given; but it must be owing to a misstep or wrong move made by himself.

B. F. PRESCOTT,

For the Board.

DEATH OF ARTHUR BERGEON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, February, 1890.

The body of Arthur Bergeon, a Frenchman, was found at 3.30 o'clock in the afternoon of January 24, under a freight train, on the Cheshire Railroad, in the east yard, in Keene. Bergeon was an employé in the Cheshire chair-shop, had left his work, and was going to his home, which was about one half mile north of the depot. As no one saw the accident, the supposition is that he was attempting to climb upon the train to ride home, and while doing so fell under the car. The wheel that ran over him left the iron and went on to the ground, where the body was found. Mr. Bergeon was a trespasser upon the road, and no one is responsible for the accident but himself.

B. F. PRESCOTT,

For the Board.

DEATH OF MRS. CHARLES E. CRAM.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, March, 1890.

Investigation at Dover, March 8, 1890.

Witnesses : Samuel L. Hersey, Albert E. Stevens, E. E. Lull, Charles Nason, and Barnard F. Fox, of Somersworth, and Frank M. Warren, of Rollinsford.

Mrs. Charles E. Cram, of Great Falls, was killed upon the track of the Rollinsford branch of the Boston & Maine Railroad, by being struck by the locomotive attached to the passenger train going south from Great Falls, at 10.20 A. M., February 26. Mrs. Cram, who was an estimable lady, had been in ill-health for some time, and on the morning of the accident her husband noticed that she was unusually depressed, and left her to go to his daily business with some apprehensions in regard to her. On returning at noon he found the house deserted, and from the evidence produced during our investigation, it appears that his wife, although the walking was very poor, and there was a team in the stable which she could have used, wandered from home on foot, and started to walk to the house of a friend in Salmon Falls, three miles away. She proceeded down the highway until she reached Crockett's crossing, when she took the track and walked upon the ties some distance. She then retraced her steps, and was returning in the direction of the crossing, when she was seen by the enginemen walking upon the ties outside the track, about one fourth of a mile away. The whistle had been blown just above the crossing, and the bell was being rung. As she was walking towards the train and outside the track, the engineer assumed that she was aware of his approach and in no danger; but just before the engine reached her she was observed to turn and step or throw herself directly in front of it. She lived but a few hours and was entirely unconscious until her death. Whether she deliberately committed suicide, or was startled from a dazed condition by the engine and involuntarily stepped over the rail, cannot be known; but in either case no blame attaches to any of the trainmen, who were discharging their duty at the time.

H. M. PUTNEY,

For the Board.

DEATH OF DELBERT BLY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, March, 1890.

Investigation at Nashua, March 25, 1890.

Counsel : For the railroad, George B. French ; for the parents of the victim, Cutter & Son.

Witnesses : George E. Jackson, Dr. H. W. Tolles, Henry McCaffrey, C. H. Neal, Mrs. John Baldwin, Mrs. C. S. Masseck, Mrs. Natt Marshall, G. E. Mudgett, Mrs. D. Gage.

At about 2 o'clock P. M., March 17, Delbert Bly, a lad about twelve years of age, was at play with some schoolmates upon the sidewalk upon the opposite side of the street from the Main-street schoolhouse, in Nashua. At the same time, car No. 7, of the Nashua street railway, having left the southern terminus of the road as usual, at 1.45, was running up the street in charge of George E. Jackson, its regular driver, at a speed of four or five miles per hour. Just as the car reached a point opposite the schoolhouse, and near a street crossing which runs to the schoolhouse yard, young Bly, who was apparently running away from his companions, who were sportively trying to catch him, dashed from the sidewalk, passed towards the schoolhouse a few feet upon the crossing, then left it and ran diagonally to the railway track, at a point a few feet north of its intersection with the crossing. He reached this point at the same instant the team attached to the car did, and ran with great violence against the shoulder of the off horse. He then stumbled and fell directly across the rail in such a position that the car wheels passed over him and crushed him to death. Mr. Jackson, who has worked for the road a year and has an excellent reputation as a competent and careful driver, testifies that he first saw the Bly boy as he left the sidewalk and rushed towards the track ; that he instantly shouted to him, and twisted the brake upon the car so hard that the rod was considerably bent, but was powerless to stop the car until it had passed over the victim and run about ten feet. He thinks the boy was looking back over his shoulder towards his pursuing companions when he ran into the team, and also that he tripped just before reaching the track, and fell instead of being thrown upon it by the collision. His testimony as to the speed of the car, his efforts to stop it, and the manner in which the accident happened, are corroborated by

several reputable ladies and gentlemen who were eyewitnesses, and was not in any way questioned by any one at the hearing. We find no reason to suppose that the driver was not exercising due vigilance and such caution as may reasonably be demanded of men in his position, or that the railway corporation or any of its agents can justly be charged with responsibility for this fatality.

H. M. PUTNEY,

For the Board.

DEATH OF GEORGE E. COOKE.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, March, 1890.

On the 2d day of March, 1890, George E. Cooke, an employé of the Boston & Maine Railroad, was killed on the Eastern division of said road, at Seabrook. The circumstances in connection with his death, as gathered from the testimony, are as follows: A freight train going towards Boston set off on a side track at Seabrook, at a little past 8 o'clock in the evening, to allow passenger train No. 71, from Boston to Portland, to pass. Harry Fernald, the conductor of the freight train, and Mr. George E. Cooke, a brakeman, went into the station at Seabrook, where Mr. E. L. Dow, the station agent and telegraph operator, was, to make inquiries of him about certain articles of freight. In a few minutes the whistle of the approaching passenger train was heard, and all three took their lanterns and left the office. Mr. Dow went out to flag the passenger train. Mr. Cooke, as is supposed, attempted to cross the main track to reach his own train on the siding east of the main track and south of the highway. It was snowing fast and the wind was blowing strongly from the northeast. Mr. Cooke slipped, as it was icy, on the main track, and had not time to regain his footing and get out of the way of the approaching train, which was nearer than he had probably calculated, and running at a high rate of speed. He was struck by the locomotive, and after the train had passed was found between the platform of the station and the rail. He was instantly killed, his head being badly crushed, beside other serious injuries. The engineer, John Page, was not aware of the accident until he reached Portsmouth. Information was at once sent to Mr. Daniel Sanborn, superintendent

of that division of the road. He ordered everything to be done which possibly could be. A coroner was present — Mr. Jeremiah Chase, of Seabrook, — but no inquest was held, as it was perfectly clear how the death occurred. The body was placed on the freight train and conveyed to Newburyport, where it was taken in charge by an undertaker and properly cared for. Cooke's lantern was found near by where he was killed, in the snow, and was not extinguished. Some other articles were also found which belonged to him.

Mr. Cooke was an esteemed employé of the road, and faithful in the performance of his duties. This accident, no doubt, was the result of carelessness on the part of Mr. Cooke in making the attempt to cross the track before the passenger train had passed, as there was no particular necessity for his doing so. His own train was only a few rods distant from him, and all had ample time to reach it before it started southward towards Boston. It would seem, from all the testimony, that this accident happened through the imprudence of Mr. Cooke, as he was not at the time acting under the order of any of his superiors, and ought not to have taken an unnecessary risk.

B. F. PRESCOTT,

For the Board.

DEATH OF IRA BONNER.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, March, 1890.

At West Lebanon, March 17, 1890, at 5.55 o'clock P. M., Ira Bonner, a boy thirteen years of age, while attempting to get on to freight train No. 6, fell under it and was run over by six wheels, which crushed his legs and inflicted other injuries from which he died in six hours thereafter. He was not observed by the trainmen until after being run over. The train at the time was approaching the station at a slow rate, having commenced to slack. The deceased, at the time of the accident, was on his way to the railroad round-house, at West Lebanon, with his father's supper, his father being an employé of the corporation. He was accompanied to the round-house by three other boys, two of whom were about his age and another about sixteen.

When the train's approach was signaled by the whistle, the boys being then on the highway running parallel with the railroad, the deceased left the highway, followed by the others, and said he was going to get upon the train, and did attempt it, as before stated, although requested not to do so, and admonished of the danger by George Raynor, the boy of sixteen.

The witnesses who appeared before the Board were Solon M. Betton, the conductor, W. F. Auld, the brakeman, Joseph Bonner, the father, George Raynor and Frank Chambers, two of the three boys accompanying the deceased at the time of the accident.

JOHN M. MITCHELL,

For the Board.

DEATH OF LEONARD H. CROUCH.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

Investigation at Woodsville, May 5.

Witnesses : H. B. Mann, C. W. McIntyre, C. M. Nourse, George F. Gonyer, William P. Balch, James T. Gordon.

Counsel: For the Crouch heirs, Charles Griswold, administrator; for the railroad, S. B. Page and J. W. Fellows.

The Kilkenny Railroad is a surface road, built and used exclusively for the purpose of hauling timber from the forests of Kilkenny to Lancaster, a distance of ten miles. It was cheaply constructed and the grades upon it are heavy, but it is in fair condition for the business for which it is designed. When the logging season opened in the fall of 1890, H. B. Mann was put in charge of the trains upon it, and Leonard H. Crouch, one of the most capable and trusted engineers upon the Concord & Montreal system, was selected to run the locomotive, — a position which it was understood required a man of excellent judgment and nerve.

The locomotive given him was the Mt. Washington, an eight-wheeled machine weighing 75,000 pounds, which is used in summer to take passengers between Fabyan's and the base of Mt. Washington, and with this he was accustomed to haul daily from the mountain logging trains consisting of from twelve to fourteen lengths of timber, each resting upon two sets of trucks, to which were

attached brakes that were set by hand, with wrenches, before the load started, and were relied upon to hold the train as it passed down the grades. There was no regular running time for these trains, but they usually made the distance between Kilkenny and Lancaster, ten miles, in about an hour, their speed over portions of the route being about fifteen miles per hour. In the latter part of January, the Mt. Washington blew out a cylinder head, and the Triton, a four-wheeled shifter built at the Blood Locomotive Works about a year before, was sent from the Concord yard to take her place. The weight of this engine is 61,450 pounds. Mr. Crouch met her at Woodsville, took her to Lancaster, and on the last day of January went with her to Kilkenny after the usual load of logs. The making up of his load was completed at Button's Landing, when it consisted of the Triton in charge of Engineer Crouch, its tender, twelve lengths of logs containing about 60,000 feet, which rested upon flat cars and trucks, and a saloon car.

Mr. Mann, the superintendent, was with the train, and it carried as fireman William F. Balch, C. W. McIntyre as conductor, and C. M. Nourse and George P. Gonyer as brakemen. Before leaving Button's Landing the brakes upon the rear trucks were firmly set, as was the custom, and Mann, McIntyre, Gonyer, and Nourse took their positions in the saloon car, while the others were upon the locomotive. The train passed down the hill at a speed of about twelve or fifteen miles an hour, until it reached the sag between Button's Landing and "The Orchard." Here the pin that coupled the trucks between the fourth and fifth lengths of logs broke and the train parted, the engine, tender, and four lengths of logs passing on through "The Orchard" and pitching over the hill, when their speed rapidly increased until it was twenty-five or thirty miles an hour. About a quarter of a mile below the top of the hill, the locomotive struck a curve, left the iron, and was instantly wrecked, the tender and logs attached to it being piled upon it. Mr. Crouch was soon after taken from the wreck dead, and his fireman, Mr. Balch, was rescued badly hurt but subsequently recovered. The eight lengths of logs in the rear section of the train were held by the brakes, so that they passed through the sag and over the Orchard hill at a very slow rate, and when they reached and were stopped by the wreck they were not running more than three or four miles an hour. None of the men in the saloon car were injured.

It is difficult to fix the responsibility for this accident. The direct cause was the breaking of the coupling-pin, which was free from flaws and apparently strong. No inspection would have disclosed its liability to break and there is no reason to believe that the sub-

stitution of another for it would have prevented the train from parting. None of the trainmen were at fault. They were all at their posts and attentive to their duties, and they all did what their experience during the winter and previously had taught them might be done safely. It has been suggested that when Mr. Crouch became aware that the train had broken apart, and that his section of it was running down the hill very rapidly, he should have applied the air brake attached to the engine and tender (which he did not do) and thereby reduced its speed so much that the locomotive would not have left the track ; but the testimony is that the brakemen told him after leaving Button's Landing that the brake when applied had the effect to lift the tender from the iron, and warned him against using it ; and it is to be considered that he knew the rear end of the train was following him and that it was necessary to keep out of its way ; and, further, that he was a prudent, competent, cool man, of whom it is to be assumed, until clearly proved to the contrary, that he did what was proper under the circumstances. There was no defect in the road where the train parted or where the accident occurred. There is general concurrence of testimony to the effect that neither the length of the train nor the speed at which it was run made it unsafe ; indeed, the opinion of experienced men as given at the investigation is, that a logging train of twelve or thirteen lengths is more easily managed upon a crooked road, like the Kilkenny, than a shorter one, because some sections of it are nearly all the time passing over curves which serve to hold the wheels and check its speed, and that fifteen miles an hour, when passing down towards a sag from which there is a sharp rise, is quite as safe as a slower rate, and is perhaps necessary in order to gain momentum enough to carry it over the rise.

One question remains. Was the Triton a suitable substitute for the Mt. Washington when the latter was disabled ? She was nearly as heavy and as powerful, and in perfect order. The difference in the two machines when considered with reference to the work upon the Kilkenny was mainly that the Washington had eight wheels, six drivers, and two leading trucks, while the Triton had but four drivers and no leading trucks, and it is the opinion of most of the trainmen that a locomotive of the Washington pattern is more likely to keep the track when passing over curves at a high rate of speed than one without leading trucks, like the Triton, and that the probabilities are that the Washington would not have been derailed under the same circumstances as the Triton was. Mr. Gordon, however, the master mechanic of the Concord & Montreal road, who selected the Triton to replace the Washington, with special

reference to the Kilkenny business, contends that she was as well or better adapted to such work than a machine with more wheels, and states that if he were required to furnish a locomotive for that service again he should send the same one if the Washington was not available. It was stated further that the Triton is of the same pattern as the engines generally used upon the Whitefield & Jefferson, the Zealand, and other lumber roads, and approved by those who have had long experience in handling logging trains.

The evidence as to Mr. Crouch's opinion of the Triton is conflicting. Mr. Mann testifies that after running her from Woodsville to Lancaster, Crouch said she was a smart engine, and he guessed she would work all right and do good business ; but the fireman, Mr. Balch, says Crouch criticised the engine at the landing because she had no leading trucks and her tender was too light ; said he did not consider her safe, and told him (Balch) if anything happened going down the hill to jump through the window.

Under these circumstances, with the question as to whether it was an error of judgment to send the Triton to Kilkenny hingeing entirely upon the opinions of men whose views are so greatly at variance, this Board can arrive at no decision which warrants a definite finding upon that point, or which, if stated, would or should be accepted as conclusive by parties in interest or by the public. The operation of a logging road in the mountain regions is necessarily attended by extraordinary hazard, and it is only by the selection of discreet and careful men and the use of machinery specially adapted not only to the logging business but to the peculiarities of each road, its grades, curves, and manner of construction, that many fatal accidents can be avoided. That the Kilkenny men were competent and faithful we have no doubt. That they had, on the 31st of January, the machinery that was safest and best, is, and it seems to us must always remain, open to doubt and to controversy.

H. M. PUTNEY,

For the Board.

DEATH OF MORRIS MAHONEY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

February 26, 1890, 2 o'clock P. M., at Fitzwilliam, Morris Mahoney fell or was thrown from the top of one of the cars on freight train No. 21 of the Cheshire Railroad, was run over, and sustained injuries from which he died within a few hours. He was not an employé of the company. As disclosed by the evidence, he was apparently stealing a ride on train No. 21 from Keene, and as that train was drawing by train No. 14, headed toward Keene, he jumped from the top of a car on No. 21 to the top of a car on No. 14, and again jumped back to the top of a car on No. 21, when he fell and was injured, with the result before stated. Train No. 21 was moving slowly, while train No. 14 was standing still. Henry C. Emerson, the brakeman on train No. 14, was the only person who saw him when jumping from train to train, as previously stated, and Mr. Emerson, and Mr. Stewart, the general manager of the Cheshire Railroad, were the only witnesses before the Board.

JOHN M. MITCHELL,

For the Board.

EDWARD DUFFICY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

Edward Dufficy, rear brakeman on freight train No. 17 of the Cheshire Railroad, at 6.45 P. M., March 19, 1890, when his train was running into Westmoreland, while in the act of stepping from the top of the saloon car to the top of the next car to set a brake, slipped and fell between the cars, was run over by the saloon car, had both arms and one leg broken, one foot cut off, and sustained other injuries from which he died at 9.30 the same evening. There was snow upon the top of the saloon car at the time he fell and that caused him to slip. He was about thirty years of age, and a prudent man. Charles H. Taggart, the conductor of train No. 17,

was standing upon the saloon car when Mr. Dufficy slipped and fell, and was, as disclosed by the evidence, the only person who observed the accident. The train, at the time of the accident, was moving at the rate of six or eight miles an hour.

JOHN M. MITCHELL,

For the Board.

DEATH OF EDMUND COYLE.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890

Witnesses: F. A. Brown, shifter, and Henry Forbes, switchman.

An accident occurred in the yard of the Concord & Montreal Railroad, in Nashua, at about midnight March 29, 1890, which resulted in the death of Edmund Coyle, of Clinton, Mass., a brakeman. A freight train had reached Nashua, from Boston, and at this point several changes in the train were to be made, — different cars to be placed upon different tracks, and the train to be made up. The train was near the bridge over the Nashua river when the work of making the changes commenced. At first it was backed, and three cars were thrown upon a side track, on which was a brakeman to stop them at the proper point. The train then drew up towards the bridge, the switch was set by Mr. Forbes, and two more cars were thrown upon another track. On these was Mr. Coyle, who was to take charge of and stop them at the proper place. While these two cars were in motion, Mr. Coyle in some way fell between the rails, was run over, and killed. No one saw him fall, but he was soon discovered by the switchman about five rods below the iron bridge, lying upon his right side. His lantern when found was still faintly burning, and the wire around it bent. He was completely covered with dust, as he had been rolled under the cars by the brake-rods. It is supposed that he was standing near the rear end of the car, and when the engineer reversed steam Mr. Coyle was jerked off. One of his feet was cut off and he was in other ways badly injured. He died soon after he was discovered and could not before his death give any account of how the accident happened. He was an excellent man and had

been in the employ of the road about a week, though he had worked upon railroads before and had had experience in handling cars. There was no defect in the two cars on which he stood. The brakes worked well and the train was handled by the engineer in the same manner as is usual at that point in setting cars upon side tracks.

B. F. PRESCOTT,
For the Board.

DEATH OF JAMES DANA.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

Investigation at Woodsville, May 5.

Witnesses: Nathan S. Knights and George M. Goss, of Haverhill, Frank H. Burleigh and Elmer Brown, of Concord.

As train No. 8 upon the Concord & Montreal Railroad approached the third bridge south of Warren, on the afternoon of April 5, the engineer, Frank H. Burleigh, saw a dark object upon the track between the rails near the middle of the bridge. He brought the train, which was running twelve or fifteen miles an hour, to a stop as soon as possible, but not until the locomotive had struck the object and thrown it from the track. An examination by the trainmen followed, and it was found that James Dana, an intemperate man who lay upon the track with a bottle of liquor in his pocket, had been hit and instantly killed. His head was completely crushed by the engine and his body badly bruised. We find no evidence that any trainman failed to do his whole duty or was in any way responsible for the fatality.

H. M. PUTNEY,
For the Board.

DEATH OF GUSTAVE A. GRAUPNER.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

Investigation at Manchester, April 21.

Witnesses: Patrick Reagan, Moses C. Morey, Almon Ovet, H. E. Sackett, E. T. Sherburne, John W. Abells, Samuel Whitcomb, Herbert L. House, and William T. Graupner, of Manchester, Cornelius Doherty and John C. Hutchins, of Concord, and C. M. Carter, of Bow.

Gustave A. Graupner, a young man who resided in Manchester and was a loom-fixer by trade, was found fatally injured between the main track in the Concord Railroad yard in that city, at about 8 o'clock in the evening of April 11. He was discovered by Fireman Patrick Reagan and Engineer C. M. Carter, of the locomotive Victor, as they were going up the track upon the engine to begin a night's work making up trains. They immediately stopped, and with the assistance of other yardmen, took the injured man to the freight-house and summoned a physician. Mr. Graupner was unconscious when found and did not recover sufficiently to give any account of the accident. He died in a few hours. The evidence before the Board is that he had been out of work for several weeks and had no business which called him to the railroad yard. At 7 o'clock in the evening of the 11th inst., he was met at the corner of Elm and Bridge streets by his brother William, who walked with him to his boarding place on Middle street and endeavored to induce him to go in and go to bed. This he declined to do, and leaving his brother passed on toward the passenger station. So far as is known no one saw him again until after he was injured. None of the trainmen who passed through the yard between 7 and 8 o'clock noticed him or were aware until after he was found that any one had been injured. Mr. House, who passed over the spot on which he lay at 7.30, is positive that he was not there at that time. He was not run over by engine or car wheels. There was no blood or other marks upon any of the cars, and his serious injuries were all internal. These facts point to the conclusion that after leaving his brother he passed down through the passenger station and was going through the yard with a purpose to cross the railroad bridge over the Merrimack upon the North Weare road, and reach West Manchester; that as he walked between the tracks

he was hit by the side of the locomotive or cars of the accommodation train up at 7.36 and thrown violently upon the ground, causing the injuries from which he died. No one but himself could have prevented the accident.

H. M. PUTNEY,
For the Board.

JAMES HUSSEY.

STATE OF NEW HAMPSHIRE.
IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

Witnesses: W. E. Maloney, M. D., Dennis Curtin, brakeman, and James Hayes.

On the 22d day of March, 1890, at about 5 o'clock P. M., an accident occurred in the passenger station on the Cheshire Railroad in Keene. The facts in the case, as given by the witnesses, are as follows: The switching-engine in the yard had five cars attached to it, and wanted to uncouple two of them for the freight-house. Mr. Hussey, a brakeman, but not at that hour on duty, was standing upon the platform in the passenger station. Dennis Curtin, the brakeman on the car which was passing through the station, asked Hussey to pull the pin between the cars in order that the two might be thrown into the freight depot. Hussey stepped between the cars to do as he was asked, and while pulling the pin his arm was caught between the bunters and the flesh upon it was considerably pinched. No bones were broken. The attending physician testified that the wound would not necessarily cause his death, but that he died of another disease which might have been aggravated by the wound upon the arm. Mr. Hussey stepped from the train without any one to assist him. His arm required amputation, which was done on the 24th, and he died that night from mortification or blood poisoning.

B. F. PRESCOTT,
For the Board.

ROLLIN W. HOLBROOK.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, May, 1890.

Investigation at Woodsville, May 5.

Witnesses: George Van Dyke, Albee Harvey, and Thomas Flannery.

Counsel for the road: Aldrich & Drew.

Rollin W. Holbrook was at Colebrook on the 13th of March in an intoxicated condition. In the afternoon he was induced to take his team and start for home. He drove down the highway until he reached the Columbia crossing, when he was struck by the mixed train going south, thrown from his sleigh, and killed. For a distance of nearly three quarters of a mile above this crossing the highway and the railroad run nearly parallel to each other, the highway being several feet higher than the track, so that a train coming from the north is in plain view of a person driving along the road. The train that struck Mr. Holbrook was running about eight miles an hour, having slowed up preparatory to stopping at the flag station below. When forty or fifty rods above the crossing, the fireman, upon whose side Mr. Holbrook was, saw him passing along the road but assumed, as he had a right to do, that he would look out for himself, and turned his attention to his duties, which included the ringing of the bell at that point. The engineer, being upon the opposite side and engaged in watching the track in front of him, did not see the man at all until he was injured. The horse was not in the least afraid of a locomotive or cars. He was not injured by the collision, but one side of the sleigh was smashed. These facts lead us to accept the theory of the trainmen that Mr. Holbrook did not get upon the crossing, but on approaching it urged his horse forward, either because he did not see the train or because he thought he could pass in front of it, and the animal, finding he could not cross, left the road and started down the track, going so near the rails that the sleigh was struck by the engine or tender and its occupant thrown out. If he had not been intoxicated, and had exercised reasonable care, he would not have been injured, and his death is in no way chargeable to fault on the part of the corporation or its employes.

H. M. PUTNEY,

For the Board.

DEATH OF GEORGE THOMAS.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

George Thomas, the fireman on passenger train No. 59, on the Concord & Montreal Railroad, on February 24, 1890, fell from his engine as it entered the southerly end of the Woodsville yard, was injured, and died almost, or quite, instantly.

This train was due in Woodsville at 6.55 P. M., and on the evening of the accident was on time, or nearly so.

At the crossing just northerly of the "Brick Store" Mr. Thomas rang the bell as usual. At this point the train was running at the rate of about eight miles an hour. Just northerly of this crossing at which the bell was rung, the engineer, Charles W. Hoyt, as he testified, saw Mr. Thomas standing in the gangway, one hand on the handle of the cab, and apparently looking towards a hot-box that was under the tender. At this point and when in this position he spoke to Mr. Hoyt. After this Mr. Hoyt neither saw nor heard him.

When the crossing next northerly of this place was reached, and where the engineer expected the bell would be rung by the fireman, it was not rung; the engineer called to Mr. Thomas but got no response.

At the time he was missed by the engineer the train was running at the rate of about six miles an hour.

At the time of the accident it was dark, and the engineer neither saw nor heard anything that attracted his attention until Mr. Thomas was missed by him from the discharge of his duty in ringing the bell at the crossing. The fireman's position was upon the left-hand side of the engine, and his body, when found, lay on the same side of the track. A slight, moist snow had just fallen, or was falling, at the time of the accident.

No one having seen him fall, there was no evidence as to the manner in which it occurred. His body was badly mutilated, but the testimony of the attending physician indicated that the fatal blow was inflicted on the back part of his head by a fall upon the rail, probably, which caused a fracture.

Mr. Thomas was a man of good habits and faithful in the discharge of his duties. He had been in the corporation's employ about two and a half years.

Dr. Charles R. Gibson, George E. Cummings, the trainmaster, and Charles W. Hoyt were the witnesses who testified before the commissioners.

JOHN M. MITCHELL,

For the Board.

ACCIDENT NEAR CHARLESTOWN. — DEATH OF WILLIAM
H. AIKEN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

Witnesses: C. J. Knight, conductor; W. E. Clark, roadmaster; James M. Whitaker, M. D., and Martin V. Merrill.

William H. Aiken, of Palmer, Mass., a freight brakeman on the Sullivan County Railroad, was instantly killed near Charlestown, on Sunday afternoon, June 1, 1890, at about 6 o'clock. He was not on duty on the day of the accident, and his death occurred under the following circumstances: In the morning he went from Windsor, Vt., to Bellows Falls on a hog train, but in no way connected with the running of the train. He remained at the latter place during the day. In the afternoon he got upon another freight train at Bellows Falls to return to Windsor. Mr. Aiken got upon the locomotive and rode to Charlestown, or near there. After passing the Charlestown station he was seen walking upon the top of the cars. When passing under a bridge near by, his head came in contact with it with such force as to break his skull and instantly kill him. The conductor was at the time riding in the saloon car, and his attention was called to the accident by one of the train employes who was riding in the same car. The train was at once stopped and Mr. Aiken was found dead. Mr. Merrill, one of the witnesses, lived near the bridge, was looking at the passing train, saw Aiken when he hit the bridge and heard the sound of the contact, and saw him fall upon the car. The train was backed to the station, and a physician summoned, who found that he must have been instantly killed. Mr. Aiken voluntarily went to Bellows Falls, and was acquainted with the road and the bridges over it. His ride both ways was in clear daylight, and neither the corporation nor any one connected with the train can

be responsible for this sad death. Many of the frequent accidents upon the railroads seem to be due to carelessness on the part of those who are injured, as they expose themselves to danger unnecessarily.

B. F. PRESCOTT,

For the Board.

FATAL ACCIDENT AT CONCORD. — DEATH OF THOMAS B. DICKERMAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

Witnesses: Henry C. Dimond, conductor; A. C. Hurlbutt, engineer; Harry E. Clark, fireman; J. L. Doucett, brakeman, all of West Lebanon, and Hiram T. Dickerman, of Concord.

On the 28th day of April, 1890, at about 2.37 o'clock P. M., Thomas B. Dickerman, of Concord, a trespasser on the Northern division of the Boston & Maine Railroad, was instantly killed. Passenger train No. 59 was approaching the city from the north. The train was composed of seven cars and at the point of the accident was running at the speed of about thirty-five miles per hour. The accident happened some way above the East Concord crossing, at the head of Main street, in Concord. It appeared from the evidence of Mr. Hiram T. Dickerman that his brother, who was killed, was an infirm man and entirely deaf, and had been for several years. He lived in Concord, and was in the habit of going about unaccompanied, though his family were greatly concerned about him, fearing he would meet with accident. On the day of the accident he started out after dinner to carry a bundle of his clothes to be washed. After leaving the bundle, it is supposed he went up the street towards West Concord, and then turned and went down upon the Northern Railroad track, and was returning to his home. He was discovered by the engineer when on the track. The whistle was sounded and he gave no attention to it when some considerable distance from him. On a nearer approach to him the alarm whistle was sounded several times. He was seen to step from between the rails and appeared to be in the act of turning round to look behind. The engine struck him and threw him on to the fence. The train was stopped after going about twice its

length. The conductor and brakeman went back and found that Mr. Dickerman had been instantly killed, as his head had been badly mangled. The brakeman remained with the body, while the train went to the station, and assistance was summoned to take charge of the body. The body was at once conveyed to the station and cared for by the proper authorities. No evidence was given showing why he went upon the track. He was a trespasser upon the road and no one appears to be responsible but himself, as the trainmen did all in their power, and all that is customary in such cases, to prevent accident.

B. F. PRESCOTT,
For the Board.

DEATH OF GEORGE JASON ANDERSON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

George Jason Anderson who, on May 29, 1890, and for a considerable time before that date, was telegraph operator and assistant agent of the Concord & Montreal Railroad at Whitefield, was, at 2.30 P. M., on that date, struck by an engine, run over, and sustained injuries from which he died about 6 o'clock on the morning of May 30th.

On the afternoon of the day of the accident, about 2.15 P. M., a train over the Whitefield & Jefferson Railroad reached Whitefield Junction, and to this it was desired to attach a car that was upon a siding. To accomplish this, two cars on the train were cut off and left upon the main track. The balance of the train ran down past the switch; Mr. Anderson, who was upon the engine, jumped from it and set the switch, after which the part of the train to which it was proposed to attach the car on the siding, backed over the switch on to the side track, Mr. Anderson walking in advance or near the engine as it passed the switch. After it passed over the switch he put his foot either upon the brake-beam or up toward it, and reached for the hook upon the hind end. In doing this he missed the hook, or his hold was broken in some way, and he fell backwards. As he was falling over, he threw himself partially sideways, rolling out; but the wheels of the rear truck of the tender

passed over his right leg, crushing it below the knee. The muscles of the hip were also severely stretched and apparently pulled out up to within a very few inches of the body. The only other external evidence of injury was an abrasion upon the face.

The engineer, George E. Hutchins, testified that he saw Mr. Anderson set the switch, and then saw him step in upon the track to go in advance of the tender, and that the next thing he heard from him was a cry, upon which he stopped as soon as possible, having moved, after the cry, only about six feet. When the engine was stopped, the engineer saw Mr. Anderson lying upon the ground outside the track on his side of the engine.

Mr. Anderson was immediately taken up, placed upon a spring bed, and carried to a place where he was properly cared for, and medical aid summoned. The physician, Dr. G. H. Morrison, reached him about 4 o'clock, and, with other physicians, remained with him until 5.30 A. M., the next day, when, after a consultation of physicians, it was decided to amputate the injured limb. The operation of amputation was performed by Dr. G. P. Conn, of Concord, assisted by Drs. F. F. Moffett, of Littleton, J. L. McGregor and G. H. Morrison, of Whitefield. When the operation was nearly completed — the same occupying about three fourths of an hour — Mr. Anderson died.

At the time he was struck and run over, that part of the train backing in on the siding was moving very slowly, and it had but about forty feet to go to reach the car to be attached.

William O'Connor, the conductor, and the brakeman of the train at the time of the accident, stood on the top of one of the cars left upon the main line, and observed Mr. Anderson at the time of the accident, and also at the time he set the switch and walked upon the siding to the point of the accident.

It does not appear from the testimony that there was any want of proper care on the part of the engineer or other employes having charge of the train at the time of the accident; nor does it appear that setting this switch on occasions of this kind was a part of the duty regularly imposed upon Mr. Anderson, or whether it was a duty he assumed voluntarily.

Although he survived several hours after the accident, the testimony did not disclose whether he was conscious of the manner in which it occurred or what his object was in trying to reach up and get hold of the hook upon the hind end of the tender as before stated.

The testimony of William O'Connor, the conductor, Peter Laughney, the brakeman, George E. Hutchins, the engineer,

Fred H. Bacon, the fireman, and Dr. George H. Morrison, one of the attending physicians, was submitted to the commissioners.

JOHN M. MITCHELL,

For the Board.

ACCIDENT IN NASHUA. — DEATH OF GERTIE M. SMITH.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

Witnesses: George E. Jackson, driver; Frank G. Fairbanks, conductor; George E. Mudgett, assistant superintendent; and Mrs. Melvina Tremblay, all of Nashua.

An accident occurred on the 30th day of May, 1890, on the Nashua Street Railway, which resulted in the death of Gertie M. Smith, a child about four years old. It appeared from the testimony that Mrs. Smith, the mother of the child, was with her on the street, and returning home from the exercises of Decoration Day. Gertie, with other children, was at play upon the street and sidewalk as they were approaching the iron bridge over the Nashua river on Bridge street. Mrs. Smith and her daughter crossed the bridge from west to east, and a very short distance from the bridge met two ladies with whom she engaged in conversation. Her daughter stood on the sidewalk with her. The track of the horse railway crosses the bridge on the north side of the street, was located by the city authorities, and is from six and one half to seven feet from the curbstone of the sidewalk, and nearly parallel with it for some distance. The car was going from the railroad station on the Concord & Montreal Railroad to the stable of the company, and at a rate of about four miles per hour. The car was an open one, and at the time there were no passengers in it. The driver and conductor both saw the ladies standing upon the sidewalk engaged in conversation, and the little girl standing with them. When the car reached the point where they were standing, the child left the sidewalk alone and came in contact with the front end of the car, and was thrown under it. The driver saw the car hit her. The brake was instantly applied by him and the car was brought to a standstill while going about one half its length. The mother made an attempt to clutch her daughter when she left the sidewalk, but failed to get hold of her, and thus the painful and distressing acci-

dent occurred. The child was rolled over under the car by the brake-rods, but the wheels did not pass over her, as appeared from the testimony. She was taken from under the car and carried to a house near by, and physicians immediately summoned, but no amputation of her limbs was made, and she lived until Sunday, June 1, when she died about 12 o'clock. The girl had been playing with other children while walking upon the street, and had just separated from one who had just crossed the street to the opposite sidewalk. Quite likely she was impatient to go, and leaving her mother, stepped too far toward the car. The distance from the whiffletree of the car to the sidewalk was more than four feet, and the car could not possibly hit any person unless he stepped towards the track. It was in clear daylight, and nothing was in the way to obstruct the view of the approaching car, which was running at the ordinary speed at this point. Those in charge of the car had no reason to suppose that the child or any one else would step so near as to be hit while it was in motion, and no signal whatever was given for it to stop. It was one of those unfortunate accidents which occasionally occur when no one is to blame, and when it is impossible to prevent it.

B. F. PRESCOTT,

For the Board.

ACCIDENT ON MAINE CENTRAL RAILROAD. — DEATH OF
ALEX. CUNAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

Witnesses: George H. Morey, E. Walch, of Hart's Location, and William H. Yates, of Bartlett.

Alex. Cunan, said to belong in Bangor, Me., got off passenger train No. 164, on the Mountain division of the Maine Central Railroad, at Sawyer's River station, at about 9.30 p. m., May 5. His body was found at 5 a. m., May 6, near the station, where he was probably killed by one of the night trains. William H. Yates testified that he was engineer on locomotive No. 107, and at about 11 o'clock that night passed Sawyer's station, and went to Bartlett, and that he was the first to pass after the passenger train went up the

road. The cleaner of locomotives at Bartlett saw blood stains on the brake-hangers and brake-beams of this engine and called the attention of Mr. Yates to it. Mr. Yates had occasion at about 2.25 A. M. to go on an assistant engine to help a freight train to Crawford's, and returned to Sawyer's River, reaching there about 4.45. He then saw a body lying in the middle of the track. He stopped the locomotive. He found a piece of tobacco and a knife open about ten feet from the body. The body looked as though it had been dragged about thirty feet. The body was taken from between the rails and properly cared for. His head was completely severed from the body and was lying about ten feet from it, and one arm was severed from the body and was about fifteen feet distant.

Cunan had worked about there in the logging swamps, and his temporary home was about two miles away. Some companions were there at the arrival of the passenger train, but he did not go from the station with them. He was in an intoxicated condition, and offered liquor to others, which he had in a bottle. Near his body was some glass which appeared to be a part of a bottle. There seems to be no question but that he came to his death by his own act; that he was under the influence of intoxicants; that he got upon the track and was run over by the locomotive above described. The officers of the road and the managers of the trains, as it seems, could have done nothing to prevent this accident, and are not responsible for his death.

B. F. PRESCOTT,

For the Board.

DEATH OF CORNELIUS CONNORS.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

Cornelius Connors, the foreman on the Great Falls section of the Western division of the Boston & Maine Railroad, while at work on the track of his section, on June 5, 1890, at 4.52 P. M., was struck by mixed train No. 288, on its way from Great Falls to Rollinsford, and instantly killed. This train was due to leave Great Falls at 4.45, and left on time, and had proceeded only about three fourths of a mile, running at the rate of twenty miles an hour, when Mr. Connors was struck and killed.

There were at work on the track at the time, under Mr. Connors, two other sectionmen, John J. Wimeau and Timothy Mennehan. Those two were at work together, and about fifty feet nearer Great Falls than Mr. Connors was when struck. As the train approached the place where the sectionmen were, — as they continued to work and were apparently unconscious of the train's approach, — the engineer and fireman "tooted" the whistle and rang the bell. These signals admonished the first two sectionmen reached and they jumped from the track and escaped injury; but although the same signals were repeated and continued on approaching Mr. Connors, he did not look up from his work or apparently notice the train until it was upon him, when his apparent effort to leave the track was unavailing. When within about thirty feet of him, it being apparent that he was unconscious of the train's presence, the engineer whistled for brakes, which were immediately applied, but before the train could be stopped it had struck, run over, and killed Mr. Connors. As stated by the trainmen, Mr. Connors, when approached, appeared to be in a deep study.

The track at this point is straight, and the train, in the direction it was coming, could have been seen and heard a long distance if a person was looking or listening.

At the time this train struck the deceased there was a freight train running north from Conway Junction on a track at this point running nearly parallel with the one on which Mr. Connors was, and only about seventy feet from it. This freight train was at the time making a great deal of noise and, presumably, either the noise it made interfered with Mr. Connors' hearing the train which struck him, or the presence of this freight train on the other track attracted his attention so that he forgot about the one that killed him.

This was a regular train, on time, and the evidence tended to show proper management of it by the trainmen, and that they did all they could to signal Mr. Connors to leave the track, and also to stop the train when it became apparent he did not notice its approach.

Mr. Connors was a steady, industrious, faithful man, and had been in the company's employ, on this section, for twenty-three years, being foreman the greater part of the time.

Samuel L. Hessey, the engineer, Albert E. Stevens, the fireman, John J. Wimeau and Timothy Mennehan, the subordinate sectionmen, Bernard Fox, the baggage man, Wesley F. Sanderson, the brakeman, Eugene E. Lowd, the conductor, and James McCabe, who at the time of the accident was digging holes for telegraph

poles between the road on which the deceased was at work and that on which the freight train from Conway Junction ran, testified before the commission.

JOHN M. MITCHELL,

For the Board.

ACCIDENT AT SANDOWN — DEATH OF JOHN R. MURRAY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

Witnesses : Charles J. Hale, conductor; Robert Richards and Louis F. Doran, brakemen.

Freight train No. 24 on the Worcester, Nashua & Portland division of the Boston & Maine Railroad, passed over the road May 20, 1890, as usual, and took on milk at various stations which was put into a car provided for that purpose. When the train reached Epping from Rochester, at about 8 o'clock, it came to a standstill before it crossed the Concord & Portsmouth Railroad, as the signal was not set for it to cross. A brakeman went ahead to set the signal and found a man lying in the center of the track where the Worcester, Nashua & Rochester crosses the Concord & Portsmouth. He got him off and found that he was intoxicated and in a bad condition. The train then drew up and stopped at the freight-house to take on cans of milk. While there, Murray got on to the train and was not noticed by the men in charge of it, and after it had left the station the conductor, Mr. Hale, told him he could not allow him to go to Windham Junction, his destination, without a permit from the proper officers of the road. The train reached Fremont and permission was not obtained there to allow him to ride. The conductor then told him that he could not allow him to ride beyond Sandown, and that he must leave the train at that station. Before reaching the station at Sandown he passed out of the saloon car and attempted to get into the milk car, which was the rear car on the train. An effort was made to stop him from leaving the saloon car, but not in season. While attempting to enter the milk car he fell between the cars and was instantly killed. As soon as the train could be stopped, which was after it had gone some distance, train hands went back and found him. One of them

remained with the body, and Mr. Hurlbutt, superintendent of the road, was soon notified, and he gave directions to do everything in the proper case. The selectmen of Sandown were notified, and they took charge of the body, but held no inquest, as it was perfectly clear how he was killed.

Murray was a section hand on the same road but was not on duty that day. His condition was such that the trainmen tried to keep him quiet in the car but it was impossible to do so, and he finally passed out and took the fatal step.

B. F. PRESCOTT,
For the Board.

DEATH OF FRANCIS HANLON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

At 6 o'clock A. M., May 27, 1890, the body of a man who it was subsequently ascertained was Francis Hanlon, of Dover, was found on the track of the Northern division of the Boston & Maine Railroad running from Dover to Rochester, between the Rochester and Gonic stations.

The body, which was terribly mangled, lay between the rails with the clothing nearly all torn from it. The head was severed from the body and lay west of the rail. The last time the deceased was seen alive was about 8 o'clock P. M., in the village of Rochester, when he was intoxicated and traveling in the direction of Dover. His clothing, as it was torn from the body and strewn along the track, and the indications of bleeding found upon the track, indicated that he was struck by a train going from Dover to Rochester and by it dragged, or pushed, a distance of an eighth of a mile or more, run over, and killed.

He was seen by no trainmen and the first discovery of his death was made by Stephen S. Jenness, who lives near the place of the accident, and who found the body in the condition and position before described. Mr. Jenness immediately notified the chairman of the board of selectmen of Rochester, who took charge of the body and, at the town's expense, prepared it for burial, after which it was taken to Dover and interred.

After 8 o'clock P. M., May 26, the time Hanlon was last seen in Rochester, and when apparently on his way to Dover, the only train passing over the road where the body was found before 6 o'clock A. M., May 27, was freight train No. 13, from Dover to Rochester, which was due in Rochester about 9 P. M. From the evidence, showing where Hanlon was last seen, his course of travel, the condition and location of the body, and the evidences upon the road and track, it is manifest that he was on his way to Dover, and when on the track, either lying, sitting, or standing, was struck by freight train No. 13, dragged, and killed.

The evidence disclosed that the deceased was a man of bad habits and bore a poor reputation.

The witnesses who testified were A. S. Parshley, chairman of the board of selectmen of Rochester, and Stephen S. Jenness, who first discovered the body.

JOHN M. MITCHELL,

For the Board.

DEATH OF EDWIN A. HOFFMAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, July, 1890.

June 22, 1890, at 12.20 A. M., Edwin A. Hoffman, the rear brakeman on northbound freight train No. 14 of the Northern division of the Boston & Maine Railroad at Penacook, fell, or was thrown, from the top of the first car from the saloon between the first and second cars, and was run over and instantly killed. This train was due to leave Concord at 11.15 P. M., but being late did not leave until 12 o'clock, midnight. Freight train No. 13, southbound over the Northern Railroad, was due in Concord at 10.30 P. M., but it was late and passed No. 14 at Penacook; and in order to permit No. 13 to pass, No. 14 had to be side-tracked at Penacook. As No. 14 was approaching the switch, at the point where it was to be side-tracked, the conductor, F. O. Brown, and Mr. Hoffman were in the saloon. The conductor left the saloon and went on top of the train to set brakes to stop it, and Mr. Hoffman followed him. The conductor set the brakes on the saloon car and the five cars next forward of it; the brakeman set none, as he was in the rear of the conductor, who set all the brakes as he reached them. The conductor had his lan-

tern, but Mr. Hoffman, notwithstanding rule 65, which requires that "freight conductors, brakemen, and yardmen, when on duty upon or around a train in the night, must have a white light in their hand or within reach at all times that their position may be known by other trainmen and employes," did not have his lantern with or near him. He left it in the saloon car.

When the conductor was setting the brakes on the third car from the saloon he saw Hoffman on the first car from the saloon apparently going forward toward the conductor, and this was the last he saw of him alive. As the conductor set the brakes on the fifth car he looked back and could not see him, and immediately returned to the saloon car to see if Hoffman had returned to it, and not finding him in the saloon he went to the forward end of the train, inquired of the head brakeman, Mr. Chase, if Hoffman was there, and receiving a negative reply he ordered the train stopped, which was done as soon as possible. As soon as the train was stopped search was made for the missing brakeman which resulted in finding his dead body across the west rail of the track cut completely in two, the head and shoulders lying outside the west rail and the rest of the body between the rails. The location of the body was about twelve car lengths from the saloon. A physician, policeman, and undertaker were immediately summoned by the trainmen, and the body placed in their charge. The train when it approached the switch was moving at so rapid a rate that before stopping it passed the switch about two car lengths. It then backed about twelve car lengths before it was stopped by direction of the conductor to find Mr. Hoffman. The conductor testified that while the train was on the forward movement he felt the saloon car pass over something, which undoubtedly was the body of Mr. Hoffman. This was very soon after he last saw Mr. Hoffman.

Considering the location of the body when found, the position of Mr. Hoffman upon the first car when last seen by the conductor, and his apparent advancement toward the forward end of the train, it appears quite probable that in attempting to pass from the first to the second car he made a misstep, or stumbled, and fell headlong between the first and second cars and was run over by the first and saloon cars in this forward movement, and that in backing the train the saloon and the twelve cars next forward of it ran over the body. It is evident, too, from the character and weight of the first car and saloon which first passed over him that life was extinct before the train commenced backing over the place where the body lay. Except the conductor no one saw the deceased after he left Concord. When he left the saloon and followed the conductor on to the train,

as before described, he was apparently all right and in the full possession of all his faculties.

Mr. Hoffman at different times for the last twenty years labored for the Northern Railroad Corporation and its lessees. He was about fifty years old and resided at Lebanon.

The witnesses who testified before the commission were Conductor F. O. Brown, Engineer J. C. Muzzey, Head Brakeman Henry Chase, Fireman Moses Eaton, and Frank D. Holmes, who was a passenger on No. 13.

JOHN M. MITCHELL,

For the Board.

DEATH OF GEORGE COCHRANE.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, July, 1890.

Investigation at Portsmouth, July 5.

Witnesses: John McCarty, Alvah Jellison, William H. Toner, and Edward Clark, Portsmouth; D'Orville Pinkham, Dover Point; Stephen Adams, Kittery, Me.; James Drew, Newington.

As George W. Ford, and his grandson, George Cochrane, a boy of about eight years of age, were riding over Ford's crossing near Dover Point upon the Portsmouth & Dover Railroad, at about 5 o'clock on the afternoon of June 27, the horse and wagon were struck by the tender and baggage car of train No. 586, and the occupants of the carriage were thrown to the ground with such violence that the boy was fatally injured and died about an hour afterwards. Mr. Ford was badly bruised and dazed by the fall, but was able to walk about immediately and has since nearly recovered. The engineer, John McCarty, of Portsmouth, testifies that he saw nothing of the team until after the collision, and was first made aware that the crossing was not clear when the tender and carriage came together upon the fireman's side of the locomotive. He then brought the train to a stop as soon as possible after it had run about 600 feet, and going back found Mr. Ford standing upon the crossing and calling for his horse, and the boy about fifty feet away lying in the ditch in an unconscious condition. He at once carried the boy to his grandfather's house, which was just across the track, and with the help of other trainmen and neighbors, who soon congre-

gated there, summoned a physician from Dover and cared for him until he died.

The fireman's testimony is to the effect that he first caught a glimpse of the team under the side rod upon the outside of his seat, and an instant later saw the tender and the step of the baggage car strike them and hurl them into the ditch.

It appeared further that the train was a regular one, was running upon schedule time, at the usual speed, and the crossing whistles were blown as required by law; that there were no marks upon the engine indicating that it hit the team at all; that the paint was scraped from the side of the tender, and the step upon the baggage car was twisted out of shape; that neither the team, Mr. Ford, nor the boy were struck by the car wheels; that the side and hip of the horse next to the train were badly broken and bruised, and that the spokes were all broken from the carriage wheels on that side. Mr. Ford, who is about sixty-five years of age, is very deaf. His horse was not in the least afraid of cars or locomotives. He has for many years resided close to the track, and has been accustomed to cross and walk upon it daily in carrying the mail to and from the post-office, and going to and returning from a brickyard which he owns. His familiarity with the road and trains at that point led him to underestimate the danger of going upon the track, and he had been repeatedly warned by the trainmen to be more careful than he was. The highway upon which he was driving runs for some distance nearly parallel to the railroad, and not far from it, until it swings to the east and crosses the track at the point where the accident occurred. Between the railroad and the highway is a growth of trees and bushes belonging to Mr. Ford, which obstruct the view.

These facts all substantiate the theory that Mr. Ford as he drove along did not hear the approaching train because of his deafness, that he did not see it because of the bushes, and that his horse not being restrained and not being frightened reached the crossing just as the locomotive did, and then swung quickly around bringing the carriage into a position where it was struck and destroyed by the tender and baggage car. Mr. Ford was not present at the investigation, but some of his neighbors testified that he said to them he knew nothing of how the accident occurred, but accounted for his being upon the track at a time when he knew the train was due by saying he had a borrowed watch which was wrong.

We do not see how any railroad employé could have prevented this accident, or is to be held responsible for it; but it is probable that if the bushes between the track and the highway had been re-

moved it would not have occurred; and the fatality emphasizes the necessity of clearing away the obstructions of this kind which make so many of our crossings blind ones and greatly increase the danger incident to their use.

It is within the province of the Legislature to enact a law which will not only permit railroads to remove such obstructions upon payment of their small value to the land-owners, but to empower this Board to compel them to do so whenever it will decrease the grade-crossings' hazard to life and property.

H. M. PUTNEY,

For the Board.

DEATH OF GEORGE JONES.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

George Jones, a brakeman on freight train No. 3, on the Northern division of the Boston & Maine Railroad, July 29, 1890, at 9.20 o'clock A. M., while uncoupling cars caught his foot in a rail frog, was thrown upon the track, run over, and instantly killed. The accident occurred at Wolfeborough Junction. The trainmen were, at the time of the accident, doing shifting on the wood-track siding. Immediately before the accident six cars had been backed from the wood track to the main track. When these cars were backed upon the main track the train stopped to allow another train to leave the main track. After the other train had left the main track, Mr. Jones, the deceased, gave the usual and customary motion to signal the train to move up the track. This motion was taken from Mr. Jones, and by the fireman communicated to the engineer, who started the train up the track at a slow rate of speed. As Mr. Jones motioned the train to move up the track he was ordered by the conductor to pull the pin between the saloon and a wood car next to it. When in the act of executing this order the deceased apparently stepped upon or into a rail frog, caught his heel, fell under, and was pushed along by the cars about sixty feet, and sustained injuries from which he died before he was reached. Immediately after he fell he was seen by the fireman, who notified the engineer, and the brakes were immediately applied, and the train stopped. The train was in motion, moving at about four miles an

hour when the deceased pulled the pin, notwithstanding a rule of the corporation prohibiting the pulling of a pin while a train was in motion. The shoe of the deceased, the heel of which was caught, remained in the frog, he having pulled his foot out of it. The pin was found upon the ground at the point where it was pulled, and not upon the "dead wood" of the car, where usually placed when pulled. The car wheels did not run over the body, but the back and some of the ribs were broken, and one of his shoulders was badly injured.

Mr. Jones was about twenty-two years old, and resided at Alton, where his remains were taken for burial. He was an ordinarily prudent and faithful employé.

The witnesses who appeared before the commissioners were Frank G. McCrillis, the engineer; Herschel Moulton, the fireman; James Tucker, foreman of the shops; and Fred M. Wentworth, the conductor of the train.

JOHN M. MITCHELL,

For the Board.

DEATH OF JAMES TWOHEY AND ALBA LULL.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

James Twohey, the superintendent, and Alba Lull, a sectionman of the Upper Coös Railroad, while riding on engine Stewartstown northerly over a culvert on Cone brook, six miles north of North Stratford, on May 20, 1890, at 8.20 P. M., met with an accident which resulted in their instant death.

The circumstances producing this unfortunate result were substantially as follows: The night was dark and rainy, and rain had fallen heavily for nearly three days, causing a very considerable rise in the Connecticut river and the brooks and smaller streams in that vicinity.

When passenger train No. 10, from Colebrook to North Stratford, at 5.30 P. M. on the day of the accident, passed a point called Bartlett eddy (a small eddy in the Connecticut river near the railroad about a mile north of Cone brook), the track partially sunk under the train on account of a partial washout of the roadway; and the

sectionmen, W. H. McGrath, and the deceased, Alba Lull, who were at work south of the point, were notified by the conductor of the train of the partial washout at Bartlett eddy.

After this notice to the sectionmen the train completed its trip to North Stratford without difficulty. The Cone brook culvert, when passed by this train, was found to be in its usual condition, although the brook was evidently rising. On reaching North Stratford information of the condition of the road at Bartlett eddy was communicated to Mr. Twohey by the conductor of the train, Frank Mills.

Train No. 10 left North Stratford for Colebrook at 7.55 P. M., being ten minutes late, and Mr. Twohey went upon it for the purpose of inspecting the condition of the road at Bartlett eddy and making provision for its repair. He had no information when he left North Stratford, nor had any of the trainmen, that there was any danger in passing Cone brook culvert, or any other point on the road except Bartlett eddy. When the train reached a point three fourths of a mile south of Cone brook, it was flagged by Mr. Lull, the deceased, who had been sent by Mr. McGrath, the section foreman, to notify the trainmen that the road had washed out at Bartlett eddy, and was impassable. Mr. Lull, when the train had stopped, did so notify the trainmen. On receiving this information the train was backed one fourth of a mile, to Eaton's lumber yard, that Mr. Twohey might see if the requisite kind and quantity of lumber to repair the road could be procured. Mr. Twohey, not finding at Eaton's such lumber as he desired, ordered the cars of the train, being two, with fifteen passengers, to be side-tracked at that point, and decided to go with the engine to Bartlett eddy and ascertain the extent of the washout and the kind and quantity of lumber necessary for the repair of the road. In addition to the engineer and fireman, Mr. Twohey was accompanied upon the engine by the conductor of the train, Frank Mills, the brakeman, John La Tierneau, and Mr. Lull, the sectionman. There was no evidence that Mr. Twohey requested Mr. Lull, or the conductor, or brakeman, to accompany him. Mr. Twohey occupied the fireman's seat on the engine; the conductor stood in the gangway between the tender and engine; Mr. Lull stood leaning against a board which kept the coal in place; the fireman stood by the engineer; the brakeman stood in the gangway back of the engineer's seat, and the engineer occupied his usual position. Mr. Lull's residence was a short distance from the road northerly of the Cone brook culvert. When Mr. McGrath, foreman of the section, directed Mr. Lull to notify the trainmen of the condition of the road at Bartlett eddy he expected that Mr. Lull would travel over and inspect the road between that point and the

place where he met the train, which would include the place of accident, and Mr. McGrath understood at the time, and still understands, that Mr. Lull did take that course. Mr. Lull had a lantern when he met the train.

Before reaching Cone brook culvert steam was shut off, and the engine was not moving faster than five miles an hour when it reached and passed over the culvert. When within half a mile of the place of accident the engineer inquired of Mr. Lull, the deceased, as to the condition of the road between that point and Bartlett eddy, and he inquired particularly about the condition at Cone brook culvert, the place of accident. Mr. Lull said the road was all right at Cone brook and the whole distance to Bartlett eddy, with the exception of four or five ties that were washed out at a point opposite Cone's barn, about half way between Cone brook and Bartlett eddy. Mr. Lull said those ties would have to be "triggered up" before the engine passed that point. Mr. Twohey, who overheard a part of the conversation between the engineer and Mr. Lull, put similar questions to Mr. Lull as to the condition of the road and received the same information. As the forward part of the engine left the north side of the culvert, the road being washed out north of the culvert, the engine ran into the brook, falling a distance of from thirteen to fifteen feet into a depth of about three feet of water, and falling upon its left side. All the men fell into the water, but all escaped with slight injury except Mr. Twohey and Mr. Lull, who were instantly killed. The foundation and superstructure of the culvert were apparently in a safe condition at the time. The difficulty consisted of the washout north of the northerly side of the culvert, caused by the sudden rise in the brook and forcing a channel upon the northern side of the culvert.

The section foreman, Mr. McGrath, testified that he regarded the culvert unsafe because it was not large enough to admit all the water in times of high water; he testified that about two weeks before the accident it was partially washed out northerly of the north abutment, and he stopped a train on account of its condition, and called the attention of the roadmaster to it, and was directed by the roadmaster to repair it, and he did so by putting into the place washed out, brush and stone, and that from the time of this repairing until the time of the accident all trains had safely passed over the culvert. He also testified that Mr. Lull was familiar with the culvert and the character of its construction and repair, having worked upon the section from May, 1889, until late in the fall of that year, and was again employed in the spring of 1890, and was at work there at the time of the repair of the culvert and assisted in

making those repairs. But, as before stated, the immediate cause of the accident was the sudden rise in the stream, causing an unexpected washout outside the culvert, which was not discovered in consequence of the darkness of the night.

Mr. Twohey was thirty-eight years of age and had been superintendent since January, 1888. He was a careful and efficient officer. Mr. Lull was twenty-nine years old, and while he served the corporation, during the summer and fall of 1889, and to the time of the accident during the spring of 1890, he did so as a faithful and industrious employé.

The witnesses who testified before the commission were Frank Mills, the conductor; Don A. Bickford, the fireman; W. H. McGrath, the section foreman; and Thomas Flannery, the engineer.

JOHN M. MITCHELL,

For the Board.

DEATH OF EDWARD THOMPSON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, September, 1890.

Investigation at Dover, September 1, 1890.

Witnesses: Fred H. Emerson, J. Q. A. Farley, and C. A. Davis, Dover; Daniel Wentworth, Berwick, Me.; Edward Norton, Boston, Mass.; I. C. Nealand, Charlestown, Mass.; Eugene Foss, Manchester.

Edward Thompson, of Dover, one of the owners and managers of Niles Express Company, which does the express business upon the Boston & Maine Railroad between Dover and Boston, was almost instantly killed at the passenger station in Dover on the evening of August 23. Passenger trains No. 134 from Portland and No. 87 from Boston are due to meet at Dover. They were about on time on the day of the accident, and the Boston train ran in upon the outside track from the station, while the Portland train ran in upon the inside track, close to the platform. Mr. Thompson was present, as usual, to receive and care for the express matter from Boston, and when both trains were nearly opposite him he rushed across the first track in front of the locomotive on the Portland train, intending to reach the one from the opposite direction and assist in unloading his express freight.

There is a raised platform between the two tracks, and he had stepped upon this with one foot when he was struck by the bunter of the engine from the east, thrown under the wheels, and so injured that he died soon after. There were several witnesses to the accident, and they unite in testifying that before he started Mr. Thompson was looking at the incoming Portland train, and was undoubtedly aware of its approach, but miscalculated its speed, or the time it would take him to cross in front of it. He was not an employé of the road, but had been for many years engaged in the express business, and was so accustomed to work about the trains at Dover that he had evidently become unmindful of the danger of attempting to cross in front of a moving engine, to which must be ascribed his death. It was not in the power of any other person to have saved his life.

H. M. PUTNEY,
For the Board.

DEATH OF FORREST L. DOW

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

July 29, 1890, at 6 o'clock P. M., Forrest L. Dow, a brakeman on the Maine Central Railroad, on train 178, while the train was moving westerly at the rate of ten miles an hour, in the town of Dalton, east of the Connecticut and west of St. John's river, being in the act of looking and leaning from the gangway of the engine, was struck by a stock car which stood on a side track and was instantly killed. Just before the accident Mr. Dow was sitting in the engine, and while there the engine approached a woodchuck and apparently run over him, and immediately after running over the woodchuck the deceased left the seat, went to the gangway, took hold of the handle of the cab with one hand and that of the engine with the other, leaned out towards the stock car on the side track, and was apparently looking for the woodchuck, when his head, back of the ears, struck the stock car, which inflicted fatal injuries that caused him to fall to the ground where he was found dead. The stock car that inflicted the fatal injury was evidently unnoticed by him in the hurry and excitement of the moment.

The deceased was a regular brakeman on this train. He was a resident of Lee, Maine, about twenty-two years old, bore a good reputation, and was a faithful and intelligent employé.

The witnesses who testified before the commission were Everett C. Burnham, the fireman; William F. Kimball, the engineer; and W. H. Greeley, the conductor.

JOHN M. MITCHELL,

For the Board.

DEATH OF MICHAEL WHALEN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

As James Clark, a watchman at Blood's Locomotive Works in Manchester, stood watching the freight train which followed the last passenger train north, between 9 and 10 o'clock on the evening of May 24, he saw a man pass along upon one of the cars towards the rear of the train, and soon after disappear. A little later, when the train had passed, a man was found upon the track at that point fatally injured. It proved to be Michael Whalen, the assistant yard-master in the Northern yard at Concord.

A searching investigation has failed to discover any evidence establishing beyond doubt the cause of this accident, or showing just how it occurred. A man answering Whalen's description was at the Manchester station after the departure of the passenger train for the north, asking when the freight left, and from this it is supposed that, having failed to take the passenger train as he intended, he attempted to reach his home in Concord by getting upon the freight, and that he slipped and fell while going back to get into the saloon car. None of the trainmen knew he was upon the cars, or that any one had been injured, until they reached Concord, and so far as can be learned, no one saw him get upon the train.

H. M. PUTNEY,

For the Board.

**ACCIDENT NEAR NASHUA. — THOMAS KENNEDY
KILLED.**

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

Witnesses : E. D. Brown and R. C. McMurphy, freight conductors, Concord.

Thomas Kennedy, of Manchester, was fatally injured on the Concord & Montreal Railroad, near Nashua, on the 15th of July, 1890, at about 3.35 o'clock in the morning, and died from his injuries on the 18th of the same month.

As near as could be learned from the evidence, two men boarded a freight train at Nashua, bound for Manchester, on the 15th of July, but were not inside any car. When a mile or more north of the city of Nashua, they attempted to get off, or fell off at different points, as both were probably under the influence of liquor. As a train from Manchester to Nashua passed the points where they got off, something was discovered on the tracks, by one on the train down from Manchester, which looked like a man. As soon as information could be given the train was stopped and backed, and one of the trainmen found a person uninjured but in a bad condition of intoxication. He pulled him off the up track and got him where he could not be injured by trains. The train was backed to a point where a man was found lying between the rails on the up track from Nashua. Here Kennedy was found in an unconscious condition, with a wound in the back of his head and blood issuing from both of his ears. He was first discovered by conductor of freight train going to Nashua, who was standing in the door of the saloon car. Mr. Kennedy was taken to the freight-house in Nashua and was taken care of by proper authorities. Mr. Brown, the switchman in the north of the yard at Nashua, was satisfied that the two men were those he saw board the train from Nashua to Manchester. It is not supposed that the train hit him, but that he received his injury when he fell from the train between the rails. After he died he was brought to Manchester and buried. Neither the corporation nor any of its employes can be responsible for this sad accident, for they knew nothing of it until they discovered the men lying upon the tracks. As no one saw the accident when it occurred, but little positive information could be obtained. It is one of the many deaths which occur on the railroads

when people under the influence of liquor attempt to get a ride from one place to another and fall or slip from the place they occupy on the trains. No one can be held responsible but themselves.

B. F. PRESCOTT,

For the Board.

DEATH OF HARRY L. HOWE.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

Investigation at Concord, August 17.

Witnesses: Charles H. Straw, Jerry Follansbee, Lerman S. Webber, and Frank T. Tucker.

Counsel: For the corporation, George E. Todd; for the administrator, Samuel B. Page.

Harry L. Howe, a brakeman upon freight train No. 22 upon the Concord & Claremont division of the Northern Railroad, while standing on the top of a National Dispatch car as his train was going north on the morning of July 16, was struck by the overhead highway bridge, known as the Horse hill bridge, a short distance above the Mast Yard, thrown down into a coal car which followed the one on which he stood, and was so badly injured that he died about seven hours later.

He was a young man of about twenty-two years, sober, faithful, and competent, and six months' experience upon the road had made him familiar with its bridges and other dangers. The one eyewitness of the accident was L. S. Webber, an engineer who was not on duty that day but was riding upon the locomotive to his home in Contoocook. His account, which is corroborated by all the other witnesses, is this. When the train reached West Concord he assisted Mr. Howe to load some freight, after which Howe climbed upon a National Dispatch car, which was the ninth in number from the tender, and he, Webber, got upon the locomotive and volunteered to do the fireman's work. Somewhere in the vicinity of the river bridge, which is fifty to sixty rods below the overhead highway pass, a pin flew out of the coupling between the tenth and eleventh cars and the train parted. When Mr. Webber and the regular enginemen became aware of this, they turned their attention to the rear section to see what progress it made, in order that

they might keep out of its way, and he saw Howe standing upon the box car with his hand upon the brake-head and looking intently back, where he remained until he struck the bridge and was thrown into the coal car behind.

Undoubtedly the first cause of the fatality was the parting of the train, which so engrossed Mr. Howe's attention that he failed to notice his near approach to the bridge. There are regulation guards 125 feet below the bridge, and they were in good order that day with the exception of a bend in one of the wires, which did not, we judge, impair their efficiency as warning signs; but whether he was bent over so that they did not strike him, or he hit them without being aware of it, cannot be told. We do not see that any one was directly responsible for the accident. The most that can be said is that it probably would not have occurred if the coupling from which the pin jolted had been of a different pattern, or if the bridge, which had previously caused the death of at least one trainman in a similar way, had been eighteen feet instead of fourteen feet above the track.

H. M. PUTNEY.

For the Board.

ACCIDENT NEAR WOLFEBOROUGH JUNCTION. —
DEATH OF BERT WILLEY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, August, 1890.

Witnesses: Andrew Meikle, engineer; George W. Chapman, fireman; Hector Scott, brakeman; Clarence O. Brock, conductor.

On the 18th day of June, 1890, a fatal accident occurred near Wolfeborough Junction on the Northern division of the Boston & Maine Railroad, at about 2 o'clock in the morning. In the afternoon of the 17th a train loaded with ice went from the Junction to Dover.

The trainmen took back a large number of empty cars to be again loaded with ice. The train reached the above-named point a few minutes before the accident happened. They were to set the train off on a siding, but when they reached there another train was standing upon it waiting for this train of empty cars. As soon as possible the train on the side track drew out to allow the other to go upon it. The conductor went to the switch and set it for the

train to run in. He gave orders to Mr. Willey to pull the pin between the car and the locomotive, and to attend to the brakes upon the forward end of the train. He also assigned another brakeman to handle the brakes on the rear end of the train. He then gave the signal for the engineer to move, which he did, and gave the train sufficient momentum to go in. Mr. Willey performed his duty, but in some way unknown to any one, made a misstep, or failed to hold on the ladder, and fell under the train, and all the cars passed over him. He was soon missed, and search being made he was found between the rails sitting up, but both legs were completely crushed, and he was in other ways badly injured. His lantern was found near him. He was unconscious. He was at once conveyed to the station, and from there to a private house, when a physician was summoned and everything was done for him that could be. The physician did not amputate his limbs, as he could not survive the operation, and in his opinion could live but a very short time. He died in a few hours. His remains were properly cared for and sent to Conway for interment. Mr. Willey was a faithful employé, and had worked upon the road in various ways for more than twenty years. The train was handled carefully, and when going in upon the siding was not moving faster than a person could walk. He was found near where he pulled the pin, and must have fallen at that place. No blame can be attached to any one for this unfortunate occurrence.

B. F. PRESCOTT,

For the Board.

ACCIDENT AT EAST KINGSTON. — CLARENCE ELLIS
KILLED.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, September, 1890.

Hearing at Dover September 1, 1890.

Witnesses : William Murray, engineer ; Arthur Parsons, fireman ; and Frank Tilton, conductor.

Clarence Ellis, a brakeman on the Western division of the Boston & Maine Railroad, was instantly killed at East Kingston on the 17th day of August, 1890, at 10.35 o'clock P. M. The train on which Ellis was serving as brakeman was an extra ice train which was running from Dover to Boston. The train was somewhat long

and heavily loaded. When it approached East Kingston and was going up a considerable grade near the station, it became stalled, which rendered it necessary to divide the train and haul it over the grade in two sections. The train was divided by the direction of the conductor, and fourteen cars were first taken over and placed upon a side track near the station. Upon this section of the train were the conductor and Mr. Ellis. Two brakemen were left with the other section, which stood upon the main track, to take care of it and watch the road while the locomotive was absent. It was a very dark night and there had been some rain. After the switch was set by the conductor, the forward portion of the train commenced backing slowly upon the side track. Ellis was upon the first or second car from the locomotive and gave the motions for movement by his lantern. After the train was in and had cleared the main track the engineer heard a sharp scream; he at once stopped his locomotive and went back and found Ellis near the second pair of trucks on the head end of the forward car with his head completely severed from his body. The body was on the inside of the rails while his head was upon the outside. No one saw him fall, and no one could tell exactly how it occurred. The inference given was that he was preparing to pull the pin between the car and locomotive, and while attempting to do so in some way lost his footing and fell in such a manner as to cause the fatal accident.

It was his duty to pull the pin so that the locomotive could go after the rest of the train. The conductor was attending to the switches to see that everything was right there and did not see Ellis after he left him in charge of the front section. The train had almost or quite stopped, and could have moved but a very few feet after Ellis fell.

This was Ellis's first trip on this train, although he had had experience before in railroading. He attended to all his duties well from Dover to East Kingston, and appeared to be a young man of excellent habits. The station agent was at once notified, and the body was carried to the depot, where proper authorities took it in charge and delivered it to his friends. There was no evidence but that the train was handled carefully, and was doing no unusual or dangerous work. His death was one of those unfortunate occurrences which happen upon our railroads, where no fault can be attached to any one who has the management or handling of the trains.

B. F. PRESCOTT,

For the Board.

ACCIDENT ON BARTLETT & ALBANY RAILROAD.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, September, 1890.

Witnesses: Wilber D. Sawyer, superintendent of the road, and Fred C. Hobson.

Charles Black, of Limington, Me., was fatally injured on the Bartlett & Albany Railroad, August 11. The circumstances under which he was injured, as given in evidence, are as follows: On the day of the accident Wilber D. Sawyer, superintendent of the road, went from Bartlett to a siding on the road with two sets of logging trucks and a locomotive. At this siding logs are loaded. When the train reached this siding or station, it was stopped upon the main line. Fred C. Hobson and Charles Black were there at work. Hobson was asked if he would let the trucks in on the side track. He replied that he would, and with Black proceeded to do it. The pin was pulled between the two sets of trucks by Hobson, in order to place the first set near a pile of logs. It was supposed that the brake on the rear trucks was properly set, and that it would remain stationary. Mr. Hobson got upon the forward set of trucks with the intention of stopping it when it reached the proper place for loading. Mr. Black stepped in behind this pair of trucks for the purpose of taking charge of the other when he received orders to do so from Hobson. It appears that both were watching the engine to see if it had passed over the switch and was far enough to clear the cars. Hobson turned round to give the order, and in a moment the car which was supposed to be stationary struck Mr. Black and badly crushed him. He was at once reached by Hobson, who gave the alarm. The locomotive was turned as quickly as possible and Mr. Black was conveyed to Bartlett, where a physician was summoned. He was then placed on a Maine Central train for the purpose of taking him to the Maine General Hospital, in Portland. The physician from Bartlett and Mr. Hobson accompanied him. He failed so rapidly on the journey, it was thought he could not reach Portland alive, so both stopped with him at Steep Falls station, his home, where he died soon after. From the evidence it does not seem that any one was to blame. He was hit by this set of trucks which he was intending to control, while he was looking at the engine.

B. F. PRESCOTT,

For the Board.

FATAL ACCIDENT AT NASHUA. — DEATH OF MISS ASINATH CLARK.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1890.

Witnesses: Alfredo Gaut, engineer; Lewis A. Davison, fireman; Ira L. Humphrey, yard conductor; and Frank Barr, agent.

On the evening of the 4th of September, 1890, at about 7.35 o'clock, Miss Asinath Clark, of Nashua, was instantly killed by a locomotive on the Worcester, Nashua & Portland division of the Boston & Maine Railroad, while crossing the track at Spruce street. From the evidence given at the hearing it appeared that Miss Clark was about seventy-five years of age and was hard of hearing; that she had been visiting friends in the city and was returning home. The locomotive No. 231, with no cars attached, and without a brakeman, was backing towards Main street to get coal, and the engineer testified that he was to receive orders for going to Rochester. He said he was running at six or seven miles an hour, and that it was very dark. The bell was constantly ringing while crossing this and other streets. The engineer testified that he kept a lookout while the locomotive was in motion, and could see 40 or 50 feet in front of the tender, but did not discover any person, and did not know any accident had happened until he had stopped and was taking coal and waiting for orders, when some one stepped on to the locomotive and said they had killed a woman. The testimony of the fireman was to the same import as that of the engineer, and he testified that he rang the bell while crossing Spruce and other streets. Mr. Ira L. Humphrey, the yard conductor, while going toward the coal shed, found the body between the rails 30 or 40 feet from Spruce street. It did not appear from the testimony that any one saw her at all until she was found by Mr. Humphrey. Her face was badly bruised, and her lower limbs were across the rail badly crushed, and her shawl several feet from her body. Her body was immediately taken in charge by the proper authorities and everything done that could be.

The engineer testified that he did not sound the whistle at this and other crossings in Nashua, being governed by the following rule of the railroad corporation:

“Rule 14. The use of the whistle as a crossing or station signal will be omitted between Union station and Garden street, Worcester, and between Pine and Hollis streets, Nashua.”

The following streets, sixteen in number, are covered by rule 14: Pine, Palm, Ash, Vine, Chestnut, Walnut, Beech, Elm, Garden,

Maine, Spring, Quincy, Mason, Spruce, Worthen, and Hollis, in Nashua.

In 1885, a petition was presented to this Board from citizens of Nashua, asking that whistling be omitted on this road in the compact part of the city, as it was a great annoyance and a great disturbance to the sick. A hearing was had and many appeared in its favor and none against it. On the 21st of November, 1885, the Board made an order, "authorizing the omission of the whistle except on trains leaving each of the two stations, and on entering the city at the first crossing." This was not considered sufficient by the petitioners. The Board then saw no objection to omitting the whistle "where flagmen are employed or gates are in use." The Board then said in their report, "Nor can we see adequate reason for retaining the whistle after 9 o'clock at night and before 6 o'clock in the morning, when its use does disturb the community and gives distress to the sick."

After a full examination the Board *ordered*, that the warning whistle at all crossings on the Worcester, Nashua & Portland division of the Boston & Maine Railroad, in the compact part of the city of Nashua, be omitted between 9 o'clock at night and 6 o'clock in the morning; that it be omitted at all crossings where a flagman is employed or gates are in use, and that it be continued on all trains entering the city at the first crossing, and at the first unprotected crossing on leaving each station.

This order has never been revoked. There are no gates or flagmen at several of the crossings covered by rule 14, and the Spruce-street crossing is included in this number. The rule of the corporation has not been made to comply with the order of the Board, which was made in July, 1886, and its attention is called to that fact.

The life of this lady might or might not have been saved if the whistle had been sounded, but if it had been sounded the requirements of the statute and the order of this Board would have been complied with, and no blame could have rested with the corporation. In a city like Nashua, where so many streets are crossed at grade, the greatest care should be exercised by the railroad corporation and its employes to prevent accidents which are liable to happen at almost any moment. In this instance those handling the locomotive used care, as appeared from the testimony, and no blame can be attached to them, as they were acting under a rule which was defective, and the accident happened before 9 o'clock in the evening, after which the whistle could be omitted.

B. F. PRESCOTT,

For the Board.

DEATH OF PETER J. WELCH.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October 13, 1890.

Investigation at Concord, October 13.

Witnesses: J. E. Rand, Joseph H. Smart, William Lane, Michael Leary, H. P. Davis, James Fitzgerald, of Concord.

As freight train No. 19 upon the Concord division of the Boston & Maine Railroad was nearing Pettengill's crossing, in Concord, about 2 o'clock A. M., August 14, the engineer felt a jar caused by the wheels passing over some object. Having reached the yard a short distance below, he informed others that he had run over something, and with them returned to ascertain what it was. It proved to be Peter J. Welch, whose lifeless body lay across the rail cut nearly in two by the wheels that had passed over it. Mr. Welch was a brakeman in the employ of the road, and should have left Concord upon the freight train that went north at 11.30 and met the one that run over him at North Boscawen. Some time before this train started, he was about the yard badly intoxicated, and the conductor informed the night yardmaster, Mr. Fitzgerald, that he was in no condition to attend to his duties and told him to take care of him. This Mr. Fitzgerald attempted to do, first by trying to induce him to get into the saloon car No. 2 and be carried to his home, and when he refused to do this, by putting him into the signal-house and cautioning the trainmen in the yard not to run over him. He appears to have been very willful and unmanageable, and about 1 o'clock he escaped from the signal-house where he had been left and disappeared. Nothing more was seen of him until his body was found upon the track, but he undoubtedly started to walk up the road and fell or lay down across the rail, where he remained in a stupor until the locomotive passed over him. His death is clearly the result of his intoxication.

H. M. PUTNEY,

For the Board.

FATAL ACCIDENT NEAR WEST LEBANON. — GEORGE K. GUAY KILLED.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October 13, 1890.

Investigation at Concord, October 13.

Witnesses: John J. Hanson, brakeman; J. F. Cook, conductor; Levi C. Wood, engine dispatcher; Charles B. Drake, physician; Edwin M. Varney, messenger boy; Thomas McDonell, engine driver; Andrew J. Sargent, fireman; W. E. Marston, conductor on another freight train.

On the 12th day of September, 1890, George K. Guay, a brakeman on the Northern division of the Boston & Maine Railroad, was fatally injured, and died from his injuries a few hours after the accident. The accident occurred at 10.55 o'clock P. M., near West Lebanon station. Mr. Guay was on freight train No. 21, which was going from West Lebanon to Concord. As soon as the train started he got upon the locomotive and remained there a very short space of time; he had his lantern in his hand lighted, as the night was very dark. He was seen by the engineer and fireman to go over the coal on the tender and climb upon a Canada Pacific car, which was the head car on a train of fourteen. The conductor and other brakeman went to the rear end of the train, supposing that Guay was on the locomotive or forward part of the train. When the train reached Lebanon, Guay's lantern was discovered, tipped over but still lighted, on the rear end of the first car. Search was made, but Guay could not be found. A telegram was at once sent to West Lebanon, stating the fact and ordering a search to be made there. He was found near an overhead bridge near the West Lebanon station, and about eighty feet from it, in an unconscious condition and frightfully mangled in his lower limbs, with severe bruises about his head and shoulders. He evidently had crawled away from the main track a few feet from the point where the wheels ran over him. His shoe and pieces of flesh were found sixty feet away from his body. The train was going slowly at the time of the accident. As soon as found, he was carried to the station, and from there to a private house. A physician was at once summoned, who made a careful examination, and came to the conclusion that his injuries must prove fatal in a very short time. He died at 1.30.

The testimony and opinions given by the many witnesses as to the way in which the accident happened were conflicting. Some were

of opinion that he hit the bridge when passing under it, and was knocked off the car, while others thought he must have made a misstep while attempting to pass from one car to another, and fallen between them. An examination of the bridge was made, and no mark whatever was found which would indicate that he hit it, as is usually the case where a person comes in contact with one. The warning was found to be in good order on the north side of the bridge, and if standing up he must have hit it. It would seem from the nearness to the bridge where he was found, that his head must have come in contact with it and he was knocked down. The bridge is not high enough to allow a man of common height to go under it standing erect on a high car. The physician testified that the contusion on his head would have stunned him whether he hit the bridge or any other object, but if he had not received other injuries he might have recovered from that.

One other person years ago was killed at this same bridge. If possible, this bridge should be raised, in order to prevent another accident. Accidents of this kind are constantly happening in the State at bridges that are too low to allow men to stand erect upon the cars where they are at work in the discharge of their duties.

B. F. PRESCOTT,

For the Board.

DEATH OF PETER FREETO.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, November 10, 1890.

Peter Freeto, a sectionman on the Concord & Montreal Railroad, as he was about to commence the work of the day on the road near Martin's Ferry station, at 6.45 A. M., September 24, 1890, was struck by passenger train No. 50, southbound, and instantly killed.

Immediately preceding the accident, the deceased, with other sectionmen, while at the car-house about one hundred and twenty feet south of the station, was requested by Charles H. Johnson, the section foreman, to go a short distance southerly on the road, where they were to put in some ties; and the deceased and Nelson Chase, one of the sectionmen with him, started down the track. Mr. Chase crossing over and taking the up track while Mr. Freeto took and remained on the down track, the one on which train No. 50 was

coming, and was traveling upon that track when struck and killed. The engine whistled about one fourth of a mile north of the station, and a danger signal was given just before the deceased was struck. Mr. Freeto apparently did not hear the first whistle, and although Mr. Chase, when he noticed that Freeto was evidently unconscious of the train's presence, called out to him to leave the track, both this admonition and the danger signal came too late, as his attempt to leave the track was unsuccessful.

The engineer testified that as Freeto traveled down the track, he was apparently meditating and unaware of the train's approach. The train was a few minutes late, and going at a higher rate of speed than usual. The train was stopped as soon as possible, but it could not be stopped in season to save the deceased.

Mr. Freeto was about thirty years old, and had been at work for this corporation on this section since May last. He was a sober, industrious man.

This accident was manifestly due to the fact that Mr. Freeto was unaware of the train's approach; possibly he supposed that it had gone south on time. The testimony before the commission disclosed no want of reasonable and proper conduct on the part of the trainmen or the other sectionmen which contributed to this unfortunate accident.

The witnesses who testified before the Board were Charles H. Johnson, the section foreman; Nelson Chase and Joseph Freeto, two other sectionmen; George B. Randall, the engineer; George L. Conant, the fireman; and W. S. Keniston, the brakeman.

JOHN M. MITCHELL,

For the Board.

DEATH OF ERNEST A. ROBINSON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, November 10, 1890.

Ernest A. Robinson, a brakeman, while coupling cars at Nashua, October 11, 1890, at 3.45 A. M., on the Worcester, Nashua & Portland division on the Boston & Maine Railroad, sustained injuries from which he died about 11 A. M. on the same day.

No one witnessed the accident. The train on which he was at work was doing shifting, and when injured he was in the line of

duty. During the day Mr. Robinson acted as switchman, while at night, when he labored, he did special work, such as he was engaged in when injured. He was about thirty years old, and so far as disclosed by the evidence, was a reasonably prudent and careful man.

The witnesses who testified were C. E. Chamberlin, the engineer of the shifting-train; W. F. Smith, Martin Hickey, and James Murphy, who were at work either on the train or in the yard at the time of the accident.

JOHN M. MITCHELL,

For the Board.

DEATH OF JAMES HOWARD.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, November 10, 1890.

Investigation at Nashua, November 10.

Witnesses: John Nealand and Daniel W. Wentworth, of Portland; Charles E. Goodwin, of Great Falls; and C. O. Roberts, of Malden, Mass.

James Howard, a trackman in the employ of the Boston & Maine Railroad, was struck by an engine and instantly killed in the railroad yard at Salmon Falls, October 10. Mr. Howard was one of an extra crew employed in repairing the roadway, and a few moments before the accident was conversing with a fellow workman who was at work in the ditch near the switch. He left this companion and started to walk up the track to his own work a short distance away. He walked at first in the ditch, then stepped upon the ends of the ties, but kept outside the rails, and the engineer who saw him a fourth of a mile away supposed he was aware of the approach of the train and so made no attempt to check it until an instant before he was hit. The whistle for the station was blown as usual, but it evidently did not attract Mr. Howard's attention, and he undoubtedly was passing along without being aware that there was a train in the vicinity. His death was due to this inadvertence on his part, and we do not see how any one else can be held responsible for it.

H. M. PUTNEY,

For the Board.

DEATH OF JOHN WELCH.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December 1, 1890.

Witnesses: H. D. Rowe, Newburyport, Mass., Howard T. Wyatt, Somerville, Mass., H. A. Blunt, Boston, Mass.

John Welch, a laboring man who resided in Biddeford, Maine, but had been at work during the summer at Madbury and Great Falls, was in Dover on the afternoon of November 5. So far as can be ascertained he was last seen alive in the vicinity of the passenger station in that city at about 8 o'clock on the evening of that day, when he informed an acquaintance that he was going home. About 4 o'clock the next morning, as freight train No. 60 from Boston was switching in upon the siding between the freight-house and the bridge, the conductor, H. D. Rowe, discovered an object upon the main track, which upon examination proved to be the headless body of Welch. The body was cold and the clothing covered with frost, showing that it had lain there several hours. It was upon the track upon which No. 60 had just passed up towards the bridge, but all the evidence goes to show that it was not touched by that train and that it was run over, as it lay with the head across the rail, by some train that had passed during the night. There was a heavy frosty mist in the air during the night and morning, which may have prevented him from being seen by the engineers or firemen who had passed over him. He was clearly upon the track without right, and the probability is that he was sleeping there when struck and killed.

H. M. PUTNEY,

For the Board.

DEATH OF CHARLES J. EDGERLY.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December 1, 1890.

In the evening of November 22, 1890, at about 5.47 o'clock, Charles J. Edgerly, of Dover, was lying upon the track of the Union Street Railroad, upon which electric cars are run between

Dover and Somersworth. The point where he was discovered was upon a curve in the road in front of the Mound House, between the city of Dover and the village of Great Falls. He was first discovered by Frank J. Cole, an electrician, who was on that trip acting as motor man, and was only about thirty feet from him when discovered. The car was running about six miles an hour. The brakes were applied at once, the motor was shut off, as it had been running without power on a down grade. The motor was not reversed for want of time, but everything was done that could be before Edgerly was struck by the car. It was at that time of day when it is very difficult to distinguish an object situated as he was upon the track. The fender or life guard hit him upon the head and crushed his skull. Power was applied and the car was propelled about twice its length. The motor man and conductor went back and removed him from the track and found that he was cold. The proper authorities took charge of the body. During the day Edgerly had been removed from a car, as he was smoking and was in a bad condition of intoxication. People saw him upon the road who noticed the unsteadiness of his step and intoxicated condition. When removed from the car in which he was smoking and in which there were other passengers, his language was abusive and profane. From the position in which he was first discovered upon the track, and the coldness of his flesh as soon as he was reached after the car struck him, it is not certain but that he might have fallen and been killed by the fall upon the rail, but on this point there was no positive evidence.

B. F. PRESCOTT,

For the Board.

DEATH OF WILLIAM SHAW.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December 1, 1890.

Witnesses: Henry Stevenson, Emery Adelle, and Irving Gleason, of Portland, Maine, and W. H. Webb, of Bartlett.

William Shaw, of Sebago Lake, Maine, a young man of excellent character, and an active, faithful, and competent brakeman upon the Maine Central Railroad, was killed while uncoupling cars

in the yard at North Conway, August 26. A few days before, as a heavy freight train was passing Redstone station, a short distance from North Conway, the bolts which fastened a draw-bar to one of the cars in the train broke and the bar pulled out. This car, which was loaded with general merchandise, and the next one to it, which was loaded with iron, were then chained together by the conductor, Henry Stevenson, and Mr. Shaw, and the break in the train having been mended in this way, the two cars were taken to Conway, which was their destination, and left to be unloaded. On the morning of the accident there was considerable shifting to be done in the yard, and after talking it over Stevenson and Shaw arranged to do it so as to avoid the necessity of taking off the chain which connected the two cars previously left there until the shifting had been done, when they proposed to hitch to the iron car, cut it from the other, and take it back to Redstone. From these facts it appears that Mr. Shaw was fully aware of the nature of the coupling between these two cars and must have known that with a chain supplying the place of a draw-bar there was nothing to prevent their running so close together as to crush a man who was between them; but for some reason, when the other shifting had been done and the time had arrived to cut these two cars apart by unhitching the chain, he stepped between them just as the engineer by reversing his engine in order to slack up caused them to come together, and he was fatally crushed between them. No one ordered him to go between the cars, no one saw him go, and it is not known why he went, knowing as he did that no man could live there if the cars were thrown together, but he probably did it to save the time which it would have taken to bring the train to a full stop and crawl under the car to unhitch the chain. None of his fellow-workmen can be held responsible for his death.

The car from which the draw-bar was pulled belongs to the Maine Central road, and was of the ordinary box pattern used upon that road. It had done service for several years and was probably as sound and strong as many others which are daily run over our roads, but if it had been sound enough and strong enough for the service to which it was assigned Mr. Shaw would not have been killed.

HENRY M. PUTNEY,

For the Board.

DEATH OF DANIEL SULLIVAN.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December 1, 1890.

November 25, 1890, at 1.20 o'clock P. M., Daniel Sullivan, a coupler in the Concord & Montreal Railroad yard, while off duty, was felled to the ground, run over, and instantly killed by a backing freight car. The deceased had been in the employ of the Concord & Montreal Railroad, as a coupler, for six days, and during that time, except on the day of the fatal accident, had been an industrious, faithful, and sober man. On the morning of the day of the accident he began work at the usual hour and did his work properly until about 10.30 A. M., when W. L. Ryford, the yardmaster, discovered that he was so much under the influence of liquor that he was unfit for labor, and that it was unsafe for him to be in the yard where so many cars were in motion. He was requested by Mr. Ryford to leave the yard, and he did so soon after. In the afternoon, soon after 1 o'clock, he reappeared in the yard and in a more intoxicated condition than during the forenoon. He was again directed by Mr. Ryford to leave the yard; and Mr. Ryford requested him to go into the "Couplers' shanty," a small building by the track near the place where he was standing. This direction he obeyed to the extent of going to the "shanty" and sitting upon the steps. He sat down but a few moments. As he was sitting upon the "shanty" steps the yardmen were making up a train; to make up this train they backed a freight car loaded with lumber by the "shanty," and as they did so he left the steps, went to the rear of the car, apparently to get on, or go across the track by it; and while in the act of either trying to get on the rear end of the car, or cross the track in rear of it, his foot was caught between a guard rail and the main rail and he was thrown upon the track, crushed, his face mangled beyond recognition, and he died instantly. The car that ran over him was the rear one of the train; it was moving slowly at the time and stopped as soon as possible.

No blame can reasonably be attached to either the yard or train men for this accident. The accident, according to the testimony, was undoubtedly due to Mr. Sullivan's condition, produced by drinking to excess intoxicating liquors, furnished him, it was said, by

parties accompanying a freight car, then in the yard, on its way from Newport, Vt., to Boston.

The witnesses who testified before the commissioners were Dr. Conn, the attending physician; W. L. Ryford, the yardmaster; W. H. Mayo, a switchman; C. R. Conant, yard conductor; and C. E. Bryant, a coupler.

JOHN M. MITCHELL,

For the Board.

DEATH OF CORNELIUS F. LYON.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, December 6, 1890.

Witnesses: H. F. Eastman, conductor, and Fred Rahn, engineer, Charlestown, Mass.; J. P. Nowell, fireman, Somerville, Mass.

An extra freight train of thirty-three cars left Boston at 10.27 o'clock A. M., on the Eastern division of the Boston & Maine Railroad, on the 16th day of November, 1890. When the train reached Newburyport, it slackened its speed and ran quite slowly through the city. While at this low rate of speed, Lyon, who was about fifteen years old, and two other boys of about the same age, boarded the train with a plan, as they said, of getting a ride to Portsmouth. The two companions of Lyon succeeded in getting into the same car, but Lyon got into another, and from Newburyport to Greenland was alone. When the train approached Greenland it slackened up again in order to allow the conductor to register. At this point Lyon got out of the car he was in and made the attempt to join his companions. The train began to increase its speed and Lyon failed to enter the car. He fell and the wheels ran over and killed him instantly. The rear brakeman discovered the accident and at once went forward and informed the conductor, which required some time, as the cars which composed the train were of different kinds and loaded with a variety of freight. As soon as the train reached Portsmouth a coroner and some policemen were summoned, and the locomotive, with them and the trainmen, returned to Greenland where they found Lyon by the side of the track. His remains were conveyed to Portsmouth and properly cared for by the direc-

tion of the officers of the road and sent to his home in Newburyport. No one of the men running this extra train saw the boys get on board or saw the accident, but his two companions, looking out from the car in which they were riding, saw him when he lost his hold and fell under. This adds another to the list of sad accidents upon the railroads where the whole fault is with the trespasser and not with the corporation.

B. F. PRESCOTT,

For the Board.

AWARDS AND DECISIONS.

AWARDS FOR LAND DAMAGES.

Since the publication of the annual report for 1889, a large number of awards for land damages have been made by this Board, the selectmen of towns, and the mayor and aldermen of cities where such lands were located, sitting as joint boards for the appraisal of damages. The names of the railroad corporations which have taken land, the names of the cities and towns where such lands are located, the names of the parties to whom awards have been made, and the amount of each award are here given.

On petition of the Mount Washington Railway Company, for land taken on the summit of Mount Washington :

To Ebenezer S. Coe and David Pingree, \$2,750. September 27, 1889.

On petition of the Franklin & Tilton Railroad :

IN THE TOWN OF FRANKLIN. — John C. Smith, \$825; John L. Kelley (woodland), \$50; Bartlett W. Clough, \$850; Morrill D. Scribner, \$400; Michael Cunningham, \$625; Deborah A. Pettingill, \$350; Sarah J. A. Wallace, \$375; Joseph and Mary Rayno, \$275; Hannah Dineen, \$400; Daniel A. George, \$575; heirs of John Galigan, \$675; Royal Stone, \$900; James T. and Isabelle F. Ayles, \$375; Patrick Dolan, \$900; Charles C. Paige, \$100; Haynes & Kidder, \$558; John Keizer, \$1; Walter S. Whittier, \$1,800; Annie E. Igo, \$1,440; Aaron Woodman, Phebe A. Woodman, Huldah Wadleigh, \$200; John A. Lang, \$50; John L. Kelley (in village), \$1,800. April 16, 1890.

On petition of the Monadnock Railroad Company :

IN PETERBOROUGH. — James F. Dearborn, \$4,500; Henry and Mary L. Childs, \$3,000. April 28, 1890.

On petition of the Concord & Montreal Railroad :

IN MANCHESTER. — Waterman Smith, \$930; Swift & Co., \$25. July 28, 1890.

On petition of the Upper Coos Railroad :

IN THE TOWN OF STRATFORD. — Atlantic & St. Lawrence Railroad, \$225; George E. Twohey, \$450; Clark Stevens, \$10; Jane H. Baldwin, \$30; William B. Schoff, \$413; Edmund W. Baldwin, \$425; Cyrus Hartshorn, \$175; Fred A. Hinman, \$185; Sabine Welcome for Cyrus Hartshorn (party in interest), \$125; Edward F. Buckman, \$300; John I. Crown, \$125; Francis W. and H. W. Curtis, \$270; William Roberts, \$230; heirs of Isaac Johnson, Miss Jennie Johnson and Mrs. John I. Crown, \$395; Prescott P. Mason, \$150; Seth R. Chase, \$591; Laura M. Johnson, \$225; and to Henry W. Curtis (party in interest), \$90; J. T. and T. Connery, \$72; Atlantic & St. Lawrence Railroad, \$300. September 23, 1890.

IN THE TOWN OF LANCASTER. — Samuel F. Southard, \$61; Frank Smith & Co., \$55.75; J. Austin Smith, \$72.25; Mrs. Sally H. Rosebrook, \$50; Charles B. Allen, \$137; Mrs. Dennis Stanley, \$108; Concord & Montreal Railroad, \$1; Mrs. George A. Gardner, \$10; Charles O. Baker, \$110; J. Sumner Smith, \$70; Dennis Stanley, \$1; Fred Gonyea, \$61; Mrs. Elizabeth Gonyea, \$54; Joseph Gochee, \$50; Kilkenny Railroad, \$1; J. Sumner Smith, \$113; Jacob Benton, \$228; Horace F. Holton, \$1; Mrs. Josiah Roberts, \$1; Mrs. Mary E. Hunking, \$260; Mrs. John Moore, \$415; J. A. Smith, \$145; David Parks, \$257; John Kenney, \$382; Mrs. Dennis Leonard, \$360; Mrs. Robert Eglington, \$290; town of Lancaster, \$1; Horace Dow, \$400; Henry Young, \$150; Patrick Hurley, \$225; Andrew Murphy, \$225; James Webber, \$250; William T. Jones, \$460; Richard Hovey, \$25; N. H. Richardson & Sons, \$637; Leroy Stalbird, \$105; J. H. Spaulding, \$25; George W. Anderson (paper mill), \$50; Sarah M. Bothell, \$325; Loren B. Porter, \$300; Ralph Stone, \$1; Enoch F. Connor, \$250; James W. Weeks, \$200; Edward Spaulding, \$100; Irving Kellum, \$170; Shepard A. Knight, \$400; Mrs. Alden Lewis, \$25; Cyrus Burley, \$365; Alvah Remick, \$200; Sylvanus Holmes, \$400; Lorenzo Gray, \$25. September 25, 1890.

IN THE TOWN OF JEFFERSON. — Wells R. Evans, \$354; John T. Bedell, \$25; Charles B. Bishop, \$72; Eliza A. Beaton, \$70; J. H. Knott, \$100; Mrs. B. Frank Blodgett, \$177; James H. Grant, \$15; J. M. Morse, \$275; Amasa Holmes, \$125; Selden C. Howe, \$361; Albert D. Howe, \$225; Mrs. Jane E. Howe, \$180; Foster & Woodman, \$100; Brown Lumber Co., \$100; George W. Libbey, \$38; L. T. Hazen, \$1.

IN THE TOWN OF WHITEFIELD. — Louis T. Hazen, \$1,100. September 25, 1890.

On the petition of the Concord & Montreal Railroad :

IN THE TOWN OF LACONIA. — Mary J. Lane, \$3,300. November 6, 1890.

GRADE CROSSINGS UPON HIGHWAYS.

Many applications have been made by several railroads in the State to obtain the written permission from this Board, as is required by law, to cross certain highways at grade, to change the location of some highways, also to raise or lower them where it was not feasible to cross such highways in any other manner. The cities and towns in which such highways are located and the names of such streets and highways are hereafter given. In every instance the permission of the mayor and aldermen of the cities and the selectmen of the towns was obtained before application was made to this Board for their written consent. In a large number of the applications personal examination of the crossings was made by this Board in connection with the selectmen of the several towns.

Upon the petition of the Suncook Valley Extension Railroad to cross certain highways at grade in the towns of Pittsfield and Barnstead, dated October 8, 1889, a hearing and examination were had, and permission in writing was given said railroad to cross at grade the road near the east end of the passenger station and the Tilton Hill road in Pittsfield, the Old Province road, the Parade and Bunker roads at Barnstead Parade, and the highway at Barnstead Center.

The Lake Shore Railroad, on the 16th day of November, 1890, asked permission to cross certain highways at grade, which was granted after a hearing on the application. The following is a description of the crossings :

IN THE TOWN OF GILFORD. — Gold street, so called, in the village of Lake Village, at a point near Black brook ; the highway leading from Lake Village to Gilford Village at a point near the house of Charles Davis ; a cross road near the house of Henry Blaisdell ; the highway leading to the Weirs at a point near the house of George Saunders ; the highway leading from the main road near Charles Boynton's house to the lake.

IN THE TOWN OF ALTON. — The main highway leading from Lake Village to Alton Bay at a point about a mile from West Alton ; the same highway a little south of Minze brook ; the same highway at a point about a mile from the station called Saint's Rest ; a cross road near Loon pond ; the highway first named at a point south of Loon Cove.

The Tilton & Belmont Railroad asked permission to cross two highways in the town of Belmont, at grade, on the 9th day of November, 1889, and written permission was given it to do so. The location and description of the two highways are not defined in the petition.

The Maine Central Railroad, lessee of the Portland & Ogdensburg Railroad, on the 2d of December, 1889, petitioned this Board to cross certain highways at grade, in the construction of its road from Fabyan's, in the town of Carroll, to Scott's Junction, in the town of Dalton. The towns in which these crossings are located are Carroll, Whitefield, and Dalton.

IN THE TOWN OF CARROLL. — The highway between the Fabyan House and the White Mountain House; the highway just southwest of the White Mountain House; the highway between the Twin Mountain House and the residence of Thomas Monahan; the highway between the dwelling-house of Ernest E. Howe and the dwelling-house of Jonas Howe and N. S. Howe; at the highway, subject to gates and bars, leading from the road leading from Carroll town house to Whitefield Village to the dwelling-house of Charles Glines; across the Cherry Mountain road, so called, near the westerly line of the farm occupied by C. C. Stoddard.

IN THE TOWN OF WHITEFIELD. — Across the road leading from Hazen's to Jefferson Meadows; across the highway leading from Hazen's to Whitefield Village; across the highway leading from Whitefield Village to Jefferson to J. Q. A. Sartwell's house; across the highway leading from Whitefield Village to Lancaster, in front of the town house; across the highway leading from Whitefield Village to Dalton, near the dwelling-house of N. W. Libbey in Whitefield Village.

IN THE TOWN OF DALTON. — Across the highway leading from near the house of J. T. Smith and Abraham Hubbard westerly across John's river to Brown's Mills; across the highway leading from Whitefield Village to Scott's Junction, at a point southerly of the dwelling-house of J. L. Bell, and at a point northerly of the dwelling-house of J. D. Colby.

The Franklin & Tilton Railroad on the 18th day of April, 1890, asked permission to lower Prospect street and to raise School street in the village of East Franklin, for the purpose of avoiding crossings at grade, and the permission of the Board was given April 29.

May 21, 1890, the Worcester, Nashua & Rochester Railroad Company asked permission to cross a highway near the station in Epping with a side track to accommodate certain brick-yards in that locality, and the written permission of the Board was given.

On July 23, 1890, permission was given to the Upper Coos Railroad, in its extension from North Stratford to a junction with the Portland & Ogdensburg division of the Boston & Maine Railroad in the town of Carroll, to cross at grade, and to change certain highways as hereinafter described :

IN THE TOWN OF STRATFORD. — The highway leading from North Stratford southerly down the Connecticut river, at a point northwesterly from the dwelling-house of Mrs. Jane H. Baldin, also the road leading from the house of John I. Crown to what is known as Beattie's.

IN THE TOWN OF LANCASTER. — The highway known as the River road, near the farmhouse of Mrs. Alexander M. Beattie; the highway leading from the River road to Page hill; the highway leading easterly from Summer street, between the land of Elizabeth Gonyea and the land of Joseph Gochee; the highway leading easterly from said Summer street to the dwelling of Henry Young, at a point between the dwelling-house of James Webber and the dwelling-house of Henry Young; the highway in Lancaster Village known as High street; the highway in Lancaster Village known as Bunker Hill avenue; the highway in Lancaster Village known as Middle street; the highway in Lancaster Village known as Mechanic street.

IN THE TOWN OF JEFFERSON. — The highway leading from Lancaster village to Jefferson Mills, at a point between the dwelling-house of John Bedel and the house occupied by Lorenzo Gray; the highway leading from the Old Turnpike road westerly to the house of Moses Kimball; the highway leading from Jefferson Mills via the Old Turnpike to Jefferson Meadows, also at two points in the uncleared land owned by Foster & Woodman; also the highway known as the Knott Hole road, and the highway leading from Hazen's Junction to Jefferson Meadows.

The diversions of highways in the petition of the Upper Coos Railroad were described as follows: At a point in Stratford between the dwelling-house of Dr. D. O. Rowell and the dwelling-house of Annie L. Thompson, and in the town of Jefferson at two points on the line of the Old Turnpike, on uncleared land owned by Foster & Woodman.

The Concord & Montreal Railroad asked permission, which was granted, on the 3d day of September, 1890, to cross by a side track the following described streets and avenue in the city of Nashua : Marshall street, Harbor avenue, and Tyler street. This side track was constructed from the main line of the Nashua, Acton & Boston Railroad to the Nashua Iron Company's yard.

The Franklin & Tilton Railroad, on the 3d day of October, 1890, asked permission to lower Winnipiseogee street in Franklin at its intersection with the railroad of said corporation in order to avoid a grade crossing, and to alter the course of High and Russell streets in order that the railroad could pass them without crossing. A hearing was had on the petition on the 13th day of October, and the prayer of the petition was granted.

APPLICATION FOR FARM CROSSING IN DERRY.

Mr. Thaddeus Wheeler, of Derry, on the 17th day of December, 1889, sent a communication to the Board asking that a farm crossing over the Worcester, Nashua & Rochester Railroad might be made so that he could enter his land on the west side of the railroad. An examination of the place was made by a member of the Board in company with Mr. Wheeler, and afterwards the attention of the officers of the road was called to the subject, and a crossing was constructed suitable for crossing with loads, and no further hearing or action was taken.

PETITION OF THE MANCHESTER STREET RAILWAY

FOR PERMISSION TO DISCONTINUE ITS ROAD BETWEEN ELM AND MAIN STREETS.

Hearing at Manchester, September 30 and October 5.

Counsel: For the petitioners, Briggs, Bartlett & Jones; for the remonstrants, Burnham & Brown.

In May, 1889, the Manchester Street Railway petitioned the commission to legalize its crossing at grade over the tracks of the Concord Railroad on Bridge street, which had been constructed in defiance of the statute prohibiting such crossings without the consent of the commission. After a lengthy hearing, during which the material facts in regard to the so-called McGregorville branch were fully brought out, the Board dismissed the petition for the want of jurisdiction, holding that when the street railway violated the law

by making the crossing, it went beyond the power of the Board to relieve it of its liability, and must seek the desired legalization at the hands of the Legislature. Subsequently the Legislature passed an act authorizing the railway to discontinue any portion of its road by a vote of its stockholders with the consent of the commission. The petition before us, which follows a vote of the stockholders to discontinue that portion of the McGregorville branch between Elm street and the intersection of Main and Amory streets in West Manchester, with the understanding that the remaining portion from Amory street shall be extended from its southern terminus at Sullivan street to a junction with the main line at Clapp's store, thus giving the people of McGregorville street-car service to and from the main part of the city over Granite bridge instead of over McGregor bridge, is the outcome of that act of the Legislature. At the several hearings that have been had upon the subject these facts have been established:

The McGregorville branch was built in the fall of 1887, and for about a year fifteen-minute trips were made over it to the Elm-street junction. After that, half-hour trips were made until June, 1889, when repairs upon the bridge over the Merrimack by the city compelled the company to withdraw its cars, and the branch has not been operated since. It has never paid, the daily receipts averaging \$5.50, while the expenses were at least \$10. It is insisted, however, and is doubtless true, that the meager patronage given was largely due to the poor service, and that with clean cars, competent drivers, and an adherence to the time-table it would do much better. The length of the branch is about 4,500 feet. If discontinued between Elm and Main streets and extended to a junction at Clapp's store it will be about 3,450 feet.

The Catholic church upon Wayne street, which is admitted to be the center of population to be served by this branch, is about 7,850 feet from the City Hall by the Granite-street or proposed route, and about 4,900 feet by the Bridge-street or old route. From the same center to the passenger station by the old route is about 7,400 feet, and by the proposed route it is 5,350. The Bridge-street crossing is a very dangerous one and cannot be made otherwise. It is situated on a steep hill, the grade being more than five feet in a hundred. It is a blind crossing, the brick buildings upon either side of Bridge street being so placed that a person going down the hill cannot see the Concord road until he is within less than two hundred feet of it. It includes not only the main tracks of the Concord road but the side track leading through the Stark mill yard to the mills above. It is a point where the trains upon the

steam railway run very rapidly. If from any cause a loaded horse-car should become unmanageable upon the hill between Canal and Elm streets and dash down in front of one of the many trains upon the Concord road no human power could prevent a catastrophe of appalling magnitude, and that this is liable to happen at any time, the experience upon Granite street, where the decline is much more gradual, and where within a few months four horse-cars have left the track and rushed down the hill and into the side of the depot curbing, is proof enough.

The Elm-street junction, from which this branch starts, is upon the brow of the hill, and so situated that while the cars are detached from the horses, as they are at the end of every trip, a gust of wind is liable to send them down the hill and upon this crossing, all of which adds to the dangers incident to all grade crossings.

It is contended by the remonstrants that the crossings upon the Granite-street line are as dangerous as that upon Bridge street. Our judgment is to the contrary, for they are not as blind, upon as steep grade, or where steam cars run rapidly, and it is to be considered that the contemplated improvements by the Concord road at and about its station include the abolition of the grade crossings at that point and the substitution of an overhead driveway for teams and street cars. The duty of this Board is obviously in the direction of promoting such a change rather than in encouraging the multiplication of crossings like these. It is claimed by the officers of the horse railway that they can operate the McGregorville branch from Amory street to Clapp's store much more cheaply and to the better accommodation of the public than they can the branch as now laid upon Bridge street, and their judgment on such a matter is entitled to great weight. If the prayer of the petitioners be not granted, it leaves them in the anomalous position of being unable to discontinue a track which was not legally laid, which they cannot operate without constant violation of law, and which no power can legalize, except the Legislature that will not be in session for more than a year.

In this view of the case the Board is compelled to reaffirm its opinion in answer to the May petition that McGregorville should be given horse-car connection with Elm street by way of Granite street, and not by Bridge street, and the consent of the Board to the discontinuance of that section of the Manchester railway between the intersection of Elm and Bridge streets and the intersection of Amory and Main streets is hereby given.

H. M. PUTNEY,

For the Board.

TOWN OF COLUMBIA *vs.* MAINE CENTRAL RAILROAD.

To the Honorable Board of Railroad Commissioners for the State of New Hampshire :

The town of Columbia, in the county of Coos, and State of New Hampshire, respectfully represents that the Upper Coos Railroad, in constructing its road in said town, located its roadbed and track on and over the public highway in said town near the dwelling-house of George P. Brown, and also near the toll-bridge and between the toll-bridge and the crossing northerly thereof, and along the bank of the Connecticut river, and on and over the highway northerly of said crossing, in said town, in such a manner as to leave the said highway dangerous and unsuitable for the public to travel thereon, causing numerous accidents and injuries to persons traveling there, annoying and menacing said town with lawsuits and liabilities for the injuries occasioned thereby; and that said roadbed and track have been so constructed at the places above mentioned as to leave no feasible route for the construction and maintenance of a suitable and safe highway for the traveling public, all of which can be remedied by a change in the location of said railroad.

The said town of Columbia further alleges that the damages to said town occasioned by appropriating said highway to said railroad have never been waived by said town, nor assessed or paid by said railroad, and no other roadway has been accepted by said town in place of the highway so appropriated by said railroad; that the Maine Central Railroad is now operating said Upper Coos Railroad on and over said highways at the places above mentioned, endangering travelers thereon, and still menacing said town with lawsuits for the injuries occasioned thereby.

Wherefore said town respectfully requests the railroad commissioners to change the location of said railroad, at the places above mentioned, in such a manner as to avoid the danger and peril to travelers on the public highway; and that the said railroad be required to erect and maintain around said places such safeguards as the safety of the town and the welfare of the public may demand.

Dated this 13th day of August, A. D. 1890.

TOWN OF COLUMBIA,

By SAMUEL M. S. SAVORY, *Agent.*

To the Honorable Board of Railroad Commissioners :

In the matter of the town of Columbia *vs.* Maine Central Railroad, the town claims as follows:

That under section 11, chapter 160, General Laws of New Hampshire, any owner, any town, or any corporation having any interest, right, easement, or franchise in any real estate taken by any railroad and appropriated to its own use, and is aggrieved by the location of the railroad in the taking of the same, has a right to petition the commissioners for a change of location any time before the damages are assessed ; and that jurisdiction is conferred by said statute on the commissioners to determine the question of grievance. The petition alleges that the highways of the town have been taken by the railroad, that the town is aggrieved thereby. inasmuch as the condition of affairs created imposes a peril and burden that ought not to be borne, and that the damages have never been assessed, satisfied, waived, or paid. Therefore the town claims that the jurisdiction to determine the matter still remains with the railroad commissioners, and that they cannot be divested of their jurisdiction until the damages *are assessed, satisfied, or waived by the town.* The fact that time has intervened is the fault of the railroad as much as of the town; for they have the same right to cause an assessment of damages that the town has, and the railroad could have closed the jurisdiction of the commissioners any time by having such assessment made. They have neglected to do this and are in equal fault with the town, and cannot now claim any advantage therefor.

I do not understand that the petition calls for an assessment of damages for the town ; it does ask the commissioners to change the location of the railroad near the dwelling-house of George P. Brown, in Columbia, where it crosses the highway twice, so it will not cross the road at all.

It asks them to change the location of the road at the Columbia bridge so an underpass can be constructed for the public travel on the highway, thereby dispensing with the grade crossing at that point.

It asks the commissioners to restore the old highway at the crossing north of the Columbia bridge and place the railroad west of the same, dispensing with the grade crossing at that point.

The town claims all these changes can easily be made; and this will eliminate all the crossings, leave the railroad dump pierced by only one underpass, and remove all the dangers of which complaint is made. These are the safeguards contemplated.

T. F. JOHNSON, *Attorney for Columbia.*

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1890.

In this petition the town of Columbia alleges that the Upper Coos Railroad crosses the highway twice near the dwelling-house of George P. Brown, thus endangering the public travel upon the highway and rendering it unsafe and unsuitable for travel.

It is further alleged that the town's damages for such crossings have neither been assessed, paid, or waived. In the prayer of the petition the town requests the commissioners to change the location of the railroad at the crossings, and that the corporation be required to erect and maintain at said crossings "such safeguards as the safety of the town and the welfare of the public may demand."

Although the town, in the prayer of the petition, requests an order for the provision of safeguards at the crossings, we are informed by their counsel that the only point on which the commissioners' action and decision is desired is that relating to a change of the railroad's location at the crossings described in the petition.

The railroad was constructed in the year 1887. These crossings were not authorized by the commissioners, under the provisions of section 6, chapter 98 of the Laws of 1885. The proprietors of the railroad do not now ask for a change of the location of their road, at the points designated in the town's petition, under section 18 of chapter 160 of the General Laws. On such an application, made by the proprietors of the railroad, the power and jurisdiction of the commissioners to change the location and award damages to the parties thereby injured would clearly exist.

Nor is this an application by either the railroad corporation or the town for an assessment of damages for land or franchises taken for a road constructed, but for which damages were not awarded before the construction. In such a case, also, our jurisdiction and power to act on proper notice would be unquestioned, under section 27 of chapter 160 of the General Laws.

But in our opinion, the commissioners have no power to order the change of a railroad's location and a discontinuance of its road except on the application of the railroad proprietors, under section 18 of chapter 160 of the General Laws. The construction of the railroad at the points now objected to was presumably with the express or implied assent of the town and its citizens. Had the town and its citizens not assented it must be assumed that the cor-

poration either would not have built the road or it would have been enjoined from doing so on the application of the town or some of its citizens. The commissioners must act upon the situation as they find it. They find a road constructed and in operation. If the town complains of the operation of the road, or its condition, at the points designated, the commissioners will investigate the causes of complaint assigned and adjudicate the same ; but we understand the present application is limited, by the town's counsels, to the request for a change of the road's location ; and this request the commissioners hold they have no power to grant, because their jurisdiction does not embrace it.

When a railroad company lays its track upon or across a public highway, it undertakes, by some means, to put the highway in a suitable and passable condition for the travel thereon. But whether the enforcement of this duty be secured by mandamus, or the failure of its performance punished by indictment, or some other legal process be invoked as a remedy to accomplish that end, it implies the possession and exercise of judicial functions not conferred upon the commissioners.

Therefore, that part of the petition relating to a change of the location of the railroad track at the crossing described is dismissed.

JOHN M. MITCHELL,

For the Board.

DIAMOND CROSSINGS UPON RAILROADS.

The following applications have been made by railroads to cross at grade other railroads when it was found impracticable to go over or under them, and written permission has been given by the Board for such crossings :

The Maine Central Railroad, lessee of the Portland & Ogdensburg Railroad, in its petition dated December 2, 1889, asked permission to cross the Whitefield & Jefferson Railroad in the village of Whitefield, south of John's river, and the track of the Concord & Montreal Railroad just southerly of Scott's Junction, in the extension of its road from Fabyan's, in the town of Carroll, to Scott's Junction, in the town of Dalton.

The president of the Whitefield & Jefferson Railroad on December 2, 1889, certified that the grade crossing was satisfactory and constructed in a proper manner, with the necessary signals in good

working order. The superintendent of construction of the Concord & Montreal Railroad, also, under date of January 20, 1890, certified to the same facts as regarded the road.

The Upper Coos Railroad, in July, 1890, petitioned the Board for permission to cross the Atlantic & St. Lawrence Railroad in the town of Stratford, also the Concord & Montreal Railroad and the Kilkenny Railroad in the town of Lancaster, the Whitefield & Jefferson Railroad in the town of Whitefield. The Concord & Montreal Railroad, by its authorized officers, on July 25 gave its consent for the above mentioned crossings.

The petition to cross the Atlantic & St. Lawrence Railroad at grade was opposed by the road, and several hearings were given to the parties interested. The decision of the Board is as follows:

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, October, 1890.

This petition was met by a vigorous protest from the Grand Trunk Railway, which contends that the Upper Coos should not be permitted to cross its track at grade, but should be compelled to so locate and construct its road as to cross upon an overhead pass. The parties were heard upon the site of the proposed crossing at North Stratford and at the office of the Board in Concord. At these hearings the officers and engineers of both roads appeared as witnesses with maps, drawings, estimates, and other testimony, showing the Upper Coos extension as located by its proprietors, the route upon which the remonstrants contend it should be built in order to avoid an overhead crossing, the cost of construction upon both routes, and such other facts as were deemed necessary to a full understanding of the case. It was thus established that the Coos extension has been located parallel with and adjacent to the roadway of the Grand Trunk from a point about 2,750 feet westerly of the proposed crossing to that crossing, and thence upon a nearly straight line to the Connecticut river and into the State of Vermont, the intention being to cross the Grand Trunk at grade, and that at a cost of from \$50,000 to \$55,000 this location can be so changed as to carry the road around upon the side of the hills situated a few rods back from the Grand Trunk nearly to the crossing, then upon a fill and bridge over the Grand Trunk and about twenty feet above it, and thence upon another fill across the interval to the bridge over the Connecticut. This estimate includes the cost of the overpass crossing and of

two stone underpasses for the use of farmers who own land upon both sides of the new route. The distance by the proposed route from the point where it leaves the original location to the Connecticut is about 5,900 feet, and the steepest grade is forty feet to the mile, against a distance of 5,700 feet and a grade of forty feet to the mile upon the grade crossing route. The proposed fill upon the overhead route is in places twenty-eight feet in height and is more than thirteen all the way from the Grand Trunk to the bridge. The contention on the part of the Grand Trunk is that it is necessary, in order to prevent serious accidents, to avoid crossings at grade; that the law of our State, which prohibits such crossings without the consent of the railroad commission, is a law to prohibit them under such conditions as exist at North Stratford; that the establishment of one there will necessitate an annual expense of at least \$2,000 for men to care for it and operate the signals which must be depended upon to render it comparatively safe; and that it will subject them to great expense and delay in running their trains. The answer of the Upper Coos is that it has been the unbroken custom in this State to permit such crossings; that it is unreasonable to prohibit them in sparsely settled sections, where trains are few and traffic is light, and where roads, if built at all, must be built as cheaply as possible; that the danger incident to their use is not great; that as soon as the Upper Coos is completed a union freight and passenger station for the use of the people living in the vicinity, and for the interchange of business by the two roads, should be erected at their intersection; that whoever has charge of this station can also care for the crossing and signals, and that it will be impracticable to give the public this accommodation unless the roads cross at grade. The opinion of the Board is that the danger of trains colliding or otherwise meeting with serious accidents upon diamond crossings, if in compliance with the law they are invariably brought to a stop before reaching such crossing, as it is to be assumed they will be, is not great; that it is no greater, in fact, than that incident to the running of trains upon a fill half a mile in length and varying from thirteen to twenty-eight feet in height. There is, we believe, no instance since the creation of this Board in 1883 in which a fatal accident has occurred upon any of the many diamond crossings in this State, and throughout the country the fatalities are much greater upon grade crossings over highways, in proportion to their number, than upon grade crossings upon railroads. It follows that if a diamond crossing is to be prohibited to make railroad traffic safe, whenever it can be avoided at a cost of \$50,000, all grade crossings over highways should be under similar circumstances, and this is utterly impracticable in a country like

Coos county where railroads when constructed at a minimum cost cannot be very profitable enterprises, and where the small number of trains reduces the danger to small proportions.

The proposed crossing is about four miles from North Stratford and about three and one half from Stratford Hollow, the two nearest stations upon the Grand Trunk, and before the laying out of the Upper Coos extension the Board was appealed to to order a station in that vicinity to accommodate many families who, it is stated, could reach it easier than any other. We do not deem this request a very unreasonable one, and when the Upper Coos is completed a union station should be established at the crossing to convene the patrons of the two roads in that vicinity and facilitate the interchange of business between them. Nevertheless, it is equitable that the Upper Coos should, so far as is practicable, save the Grand Trunk from the extra expense incident to the construction and maintenance of a grade crossing.

Therefore permission is granted the Upper Coos to cross the Grand Trunk at grade in the town of Stratford, as requested, upon the condition that said Upper Coos shall construct and maintain such crossing in such manner and with such safety appliances and devices as the Board of Railroad Commissioners of the State of New Hampshire shall from time to time recommend or approve.

H. M. PUTNEY,

For the Board.

ORDER BY THE BOARD.

The Board, having been requested by the officers of both of the above corporations to make an order in reference to the diamond crossing in the town of Stratford, after a lengthy hearing at Lancaster, on the 20th of October, 1890, issued the following:

“ The Board of Commissioners direct that the Upper Coos Railroad shall establish, and it, or its assignees and lessees, maintain such a crossing and signals as are now used upon the Atlantic & St. Lawrence Railroad, between Island Pond, in Vermont, and Portland, Me.; the same to be constructed to the satisfaction of the Board of Railroad Commissioners, and subject to alteration whenever in their judgment the public safety requires change, and such additions and changes as may be ordered by the Board of Railroad Commissioners from time to time to be provided and maintained by and at the expense of said Upper Coos Railroad or its assigns or lessees. ”

PETITION FOR FLAGMAN AT WILTON.

A petition, signed by Jacob Putnam and 120 others, citizens of Wilton, was presented to the Board asking that a flagman be stationed at a point upon the line of the Peterborough Railroad, so called, where it crosses the highway in said town near what is known as the "Stone mill crossing." Notices were given of the hearing, and a large number of citizens of the town were present at the hearing. The following report was made by the Board :

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, November, 1889.

In the matter of this petition, a view and hearing were had, November 25, 1889. The crossing in question is about a mile north of Wilton Village, over a highway which is much used by people going to and from that village, especially by many farmers who take milk daily to the depot. The railroad crosses the highway at the foot of a wooded hill, and thence runs around this hill in such a manner that a person going west in the highway when a train is going south cannot see the locomotive until he nearly reaches the track. This elevation and the growth upon it also obstruct the sound of the whistle, so that when it is blown eighty rods above the crossing it is not heard by those driving towards the track from Wilton, if the wind is not favorable, and much noise is being made by the milk-cans, which constitute the load of most of the complainants. No person has ever been injured upon this crossing, but several carriages have been wrecked and narrow escapes were testified to by the witnesses called by the counsel for the petitioners.

Four trains pass this point each way daily in the winter and six in the summer. The town has never taken any action in regard to the matter. The crossing is a bad one because of the hill, otherwise it is no worse than most of those in our State. As it is, it is not as dangerous as many others that are to be found in villages and cities where streets that are much traveled cross railways over which trains run much more frequently than between Wilton and Greenfield. In our judgment there are at least one hundred crossings which need to be guarded by gates or flagmen more than this, and the Board cannot go to the extent of recommending the constant employment of a flagman at this point with

out establishing a precedent which, if impartially followed, would impose upon the business of the railways of the State an annual tax of more than fifty thousand dollars. This we do not feel warranted in doing under the circumstances. But a small section of the hill is owned by the railroad corporation, and the Board has no power to authorize it to remove the growth or the soil from that portion which most obstructs the sound of the whistle and prevents trainmen and travelers upon the highway from seeing each other. It is, however, recommended that the regular eighty-rod whistle be repeated when trains going south are about forty rods from the crossing, from which point it can generally be heard without difficulty; and it is believed that with this added warning, the exercise of such vigilance and caution as may reasonably be expected of trainmen and travelers upon the highway, when near crossings of this character, will avert serious accidents in the future, as it always has done since the road was opened.

H. M. PUTNEY,

For the Board.

OBSTRUCTION OF A CARRIAGE AND FOOT WAY IN LAKE VILLAGE.

STATE OF NEW HAMPSHIRE.

IN BOARD OF RAILROAD COMMISSIONERS.

CONCORD, June, 1890.

George H. Robie and Charles D. Robie, citizens of Gilford, on the 25th of April, 1890, presented a petition, stating that the engines and cars of the Lake Shore Railroad obstructed for more than eight minutes at a time a passway to their wharf property in Lake Village, greatly to their inconvenience, and also large numbers of others who had occasion to go upon this route to and from the wharf.

The subject was at once brought to the attention of the officers of the road, and said officers agreed to prevent any further obstruction of said way, except what is absolutely necessary for the transaction of the business of the corporation. With this assurance from the managers of the road no hearing upon the petition was had.

CORRESPONDENCE.

CONCORD, N. H., July 14, 1890.

To the Board of Railroad Commissioners for New Hampshire :

GENTLEMEN, — I am impressed with the notion that there ought to be made by your Board, attended by an engineer of your own selection, a special examination of the Concord & Claremont Railroad.

For several recent years, the traveling public did not know whether the road was being legally operated by the company which, in fact, furnished and run the trains.

What the public did know was that the road was depreciating in the condition of its roadbed and tracks, while the existence of litigation and legislation concerning its legal status was the answer to all requests for better bridges, culverts, ties, rails, and depots.

It now appears as a finality of contention that the Concord & Claremont Railroad belongs to the Northern Railroad, which is lawfully leased with its dependencies for ninety-nine years to the Boston & Maine; that the lessee is relied upon to keep the Concord & Claremont in good condition, and that the Northern Railroad Company is dividing among its stockholders a great surplus, giving one dividend of twenty-five per cent, with more in immediate prospect.

It really seems to me as if, before this surplus is all given to the stockholders, there should be an inquiry whether or not the Northern Railroad and its branches are in that suitable condition for the business to be done over them which the public has the right to require. The Northern Railroad, by leasing itself to the Boston & Maine, has not exonerated itself from liability to the public on account of the condition of its road; and the railroad commissioners, who are the only guardians of the public interest, are bound to the people not to allow the Northern Railroad surplus to disappear until that road and its branches are placed in perfect condition for convenient and safe public use.

I do not wish to be an alarmist but I am willing to say that I do not think the Concord & Claremont Railroad is in proper condition to meet the demands upon it.

For the increasing Sunapee Lake travel, heavy parlor cars are now being run, and within a week past, owing to the burning of a bridge at Andover, all the Northern Railroad through trains for a time went by way of Claremont.

Heavier cars and faster trains are putting a strain upon this road which it is not prepared to bear. Such trains as are now running should not be allowed to strike rapidly upon wooden culverts, such as are found along the line of this road.

I might enlarge much upon these points if good would result therefrom; but I doubt not that the railroad commissioners will be prompt to make careful investigations and proper requirements concerning the Concord & Claremont Railroad, of both the Northern Railroad, the lessor, and the Boston & Maine Railroad, the lessee, of that road.

I write about the Concord & Claremont road because I ride upon it more frequently than upon any other. But I do not wish to be invidious. The railroad war is now ended and two great combinations, the Boston & Maine and the Concord & Montreal, control, substantially, New Hampshire's railroad system. Neither can have any excuse for not giving the people of New Hampshire the best, and, above all, the safest possible railroad facilities, or for not complying with all laws of the State. They will do this if faithfully and persistently followed up by the railroad commissioners, upon whom alone the people can rely for their protection, and who have been selected solely for their ability, independence, impartiality, and zeal to be the masters, for the time being, of these great corporations upon whose obedience to law and obligation the comfort and prosperity of our people so largely depend.

Very respectfully,

W. E. CHANDLER.

MANCHESTER, July 21, 1890.

Hon. A. W. Sulloway, President Northern Railroad:

SIR, — I inclose a copy of a letter from Hon. W. E. Chandler relative to the condition of the Concord & Claremont Railroad. Awaiting your reply, I am

Yours respectfully,

H. M. PUTNEY.

CONCORD, N. H., August 15, 1890.

Hon. H. M. Putney, Chairman of the Board of Railroad Commissioners :

DEAR SIR,—Yours of July 21 covering copy of communication from Hon. Wm. E. Chandler criticising the condition of the Concord & Claremont (New Hampshire) Railroad is received. In reply I beg leave to say :

It is true that the Concord & Claremont (New Hampshire) Railroad is not a first-class road in every particular, but the endeavor has been made, and I think successfully, to keep it in proper condition for the comparatively small volume of business transacted over it.

It is true, also, that several times in the course of the year, by reason of the Northern main line being blocked by a derailed train, and in one case by a burned bridge, several of the passenger trains for a portion of a day have been sent in either direction via the Claremont road, but in all such cases special instructions have been given to the trainmen to proceed at a moderate rate of speed, much slower than the regular trains of that road are run, and these special trains were composed of longer and heavier cars.

The roadbed is being improved year by year, steel rails taking the place of iron rails. Some five miles or more will be put down this season. The bridges are also being strengthened year by year, and they are now in such condition that we have not hesitated to put on our heaviest class of locomotives when occasion requires this to be done.

It is not expected that the road at present will do any heavy through business, as it has not in the past, but whenever occasion demands, it is the intention of the managers, I have no doubt, to fully meet the requirements of all business offered.

The road so far has not paid its expenses and the interest on its debt, the volume of business being greater, but the large reductions made in rates showing a smaller net income than it did prior to 1884, when the road first passed into the control of the Boston & Lowell Railroad.

As to the suggestion of Mr. Chandler relative to the liability of the Northern Railroad stockholders for improvements on the Concord & Claremont Railroad, I suppose that matter will be governed by the contract between the lessor and lessee, and is of no particular interest to the public.

In conclusion I will say that I have no doubt the managers will heed any directions the Board may think it proper to give, and will be glad to have it, with a suitable engineer, make a careful inspection of the roadbed, bridges, and culverts.

Very respectfully,

A. W. SULLOWAY, *President.*

MANCHESTER, N. H., August 20, 1890.

Hon. W. E. Chandler :

DEAR SIR, — A copy of your communication, dated July 10, relative to the physical condition of the Concord & Claremont Railroad, was transmitted to the Hon. A. W. Sulloway, president of the Northern road, and a director of the Boston & Maine, and a copy of his reply is inclosed. In addition thereto we desire to say that this Board recognizes the fact that the termination of the contest for the control of the railroads in Central New Hampshire, and the perfection, beyond dispute or doubt, of the consolidations which were attempted prior to 1889, impose upon the great corporations which now control and virtually own these roads an obligation to make upon them extensive and expensive improvements which could not reasonably be asked for or expected while it was a matter of contention as to who was to profit by such betterments, and that it is our duty as members of the railroad commission, especially upon the complaint of reputable citizens, to see to it that these obligations are neither denied or neglected. For this reason it is our purpose to make a thorough inspection of all the roads referred to as soon as may be, beginning early in September, and in accordance with your suggestion we will arrange for the services of an expert and impartial engineer when we reach the Concord & Claremont, and hope to also have the pleasure and advantage of your company in that examination.

At the same time it is due the managers of the Boston & Maine and Concord & Montreal corporations to say that they are this summer spending a very large amount of money in improving their roads in New Hampshire, and that these roads are in much better physical condition to-day than they were before. As to the Concord & Claremont, what information we have is to the effect that the bridges have been materially strengthened and are safe. That the track and roadbed are not what they should be is apparent to whoever passes over them.

Respectfully,

H. M. PUTNEY,

Chairman of New Hampshire Railroad Commission.

MANCHESTER, N. H., November 11, 1890.

Hon. A. W. Sulloway, President Northern Railroad :

DEAR SIR, — Referring to the correspondence between yourself and the Board, which grew out of the complaint of Hon. William

E. Chandler that the Concord & Claremont Railroad is in an unsafe condition (which correspondence I am advised has been submitted by you to the officials of the Boston & Maine Corporation, now in undisputed possession of the Northern Railroad and its branches, including the Concord & Claremont), I have to say: The Board has, this fall, inspected the Concord & Claremont road, not as thoroughly as we had hoped to do, but sufficiently to convince us that many of the complaints of Mr. Chandler, and others who have come to us personally with similar allegations, are in the main well founded and reasonable.

The bridges upon the road are, we believe, sound and safe for such business as it has at present. About one half the track, or twenty-five miles, is in steel, and is in fair shape. The other half is in iron, which is broken and battered and should have been sent to the scrap heap years ago. Of ballast there is scarcely enough on some sections to be discernible by the naked eye a short distance away. The masonry upon the upper end is of the most primitive pattern. The ties are generally sound and sufficient in number. The station at Sunapee Lake is utterly unfit for the purposes for which it is used, and a new one is imperatively demanded to accommodate the large and rapidly increasing business at that point, and there are others upon the line which need enlargement and repairs. The curves are needlessly sharp and too numerous by more than one half. The road as a whole may be safe for light and slow trains, such as it carries in winter, but we quite agree with its complaining patrons, that it is not in condition to do the summer business which it has.

In making these criticisms we bear in mind that as the Boston & Maine has but recently been securely in control of the Concord & Claremont, and did not take formal possession of it until October 1, it cannot fairly be held responsible for its physical condition at this time, but it is now incumbent upon that corporation to put it in repair as soon as the weather will permit, and, by making the improvements which this letter will suggest, remove all just cause of complaint.

Will you, as president of the Northern, and one of the directors of the Boston & Maine, call the attention of your associates in the management of these corporations to this letter and urge their speedy compliance with its suggestions?

Respectfully,

H. M. PUTNEY,

For the Board.

FRANKLIN, November 13, 1890.

Hon. H. M. Putney, Chairman Railroad Commissioners :

DEAR SIR, — Yours of the 11th inst., referring to former correspondence and suggestions relative to the Concord & Claremont Railroad, is received. I will at once forward your communication to the general manager of the Boston & Maine Railroad, and I have no doubt that proper consideration will be given to the same, and as soon as circumstances will permit, the defects named will be so far remedied that patrons of the road will have no further cause to complain.

Very respectfully,

A. W. SULLOWAY,

President Northern and Concord & Claremont Railroads.

CONCORD, N. H., November 19, 1890.

*Henry M. Putney, Chairman New Hampshire Railroad Commission,
Manchester, N. H. :*

DEAR SIR, — I have the honor to acknowledge the receipt of a copy of your letter of the 11th to the president of the Northern Railroad concerning the condition of the Concord & Claremont road. I desire to express my gratification that the commission has taken so full and appropriate action, which I trust may result in the thorough repair of the Concord & Claremont road, such as the corporation owes it to the public to make.

Very truly yours,

W. E. CHANDLER.

MANCHESTER, N. H., November 11, 1890.

Mr. James T. Furber, General Manager Boston & Maine Railroad :

DEAR SIR, — The passenger station at Seabrook upon the Eastern division of the Boston & Maine Railroad, at which it is claimed the sale of tickets is greater than at any other between Portsmouth and Newburyport, is a disgrace to your corporation, an imposition upon the public, and the cause of constant and just complaint by your patrons at that point. Located in one corner of a small, antiquated, and dilapidated dwelling, it is not and cannot be made either comfortable, convenient, or decent, and it should at once be replaced by an entirely new structure.

Last year, at the time of our annual inspection, the Board and the citizens of Seabrook were assured by officers of the road, who accompanied us, that this station should be rebuilt as soon as possible, and upon this assurance they have waited twelve months only to find a change of from bad to worse (if anything so bad can be properly said to grow worse).

We respectfully submit that they should not be required to wait longer.

Respectfully,

H. M. PUTNEY,

For the Board.

BOSTON, November 15, 1890.

*Hon. H. M. Putney, Chairman Board of Railroad Commissioners,
Manchester, N. H.:*

DEAR SIR, — I have yours of November 11, and referring to the same will say that your letter is the first information that I have ever received that your Board were promised that a new station should be built at Seabrook during last year. We have frequently had more or less talk with the people of Seabrook, and have endeavored to get the station moved to a different location, but there has been more or less objection to it, and the time has passed without our constructing a new building. We have had the matter in hand for the last two years, but were not aware that it had been commented upon by your Board. It is a little late now in the season to commence the construction of any buildings. We will, however, endeavor to have a new station at Seabrook before your annual inspection next year.

Yours truly,

JAMES T. FURBER,

General Manager.

MANCHESTER, N. H., December 7, 1890.

T. A. MacKinnon, General Manager Concord & Montreal Railroad:

DEAR SIR, — Referring to the recent inspection of the Concord & Montreal system we have to congratulate the corporation and the public upon the extensive, costly, and permanent improvements

made upon the road, especially upon the line of the old Boston, Concord & Montreal, during the past year, and upon the generally excellent condition of the old Concord system, including its branches.

We desire, however, to remind you that the public nuisance which serves as a union station at Newmarket Junction is still unabated. This structure, which is badly located, poorly arranged, and is populous with vermin and reeking with filth, is an offence to the senses, a destroyer of comfort, and an enemy of the health of the great number of people who are compelled to use it while waiting for trains. It is an eyesore to the town and a gross imposition upon the traveling public, for the continuance of which two great corporations like the Boston & Maine and the Concord & Montreal can offer no valid excuse.

We have repeatedly called attention to this matter and as repeatedly been assured that this decaying relic of other days should be abolished, which assurance we have communicated to the complaining patrons of the roads forming the junction there, until their faith in the promises of railroad managers and the efficiency of railroad commissions has been tested to the utmost. We earnestly recommend that a new station of sufficient size to accommodate the large transfer business there, and of a character to commend itself to the public, be erected at Newmarket Junction without further unnecessary delay. A copy of this letter will be forwarded to the other corporation interested.

Respectfully,

H. M. PUTNEY.

CONCORD, N. H., December 9, 1890.

*Hon. H. M. Putney, Chairman New Hampshire Railroad Commission
Manchester, N. H.:*

DEAR SIR,—I am in receipt of your favor of the 7th inst., and beg to express my appreciation at your commendation of the improvements on the Concord & Montreal system. With regard to the station at Newmarket Junction, I beg to assure you that we fully realize its condition, and that we are moving as fast as possible on our part towards the erection of a new station. The two railroads have fully agreed in the matter, but there has been some delay with regard to acquiring the necessary land. It has been decided, however, that the new station will be erected this coming spring.

Yours very truly,

T. A. MacKINNON,

General Manager.

PART III.

RAILROAD RETURNS.

REPORT

OF THE

ASHUELOT RAILROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$17,614.30
Total expense (including taxes)	2,685.86
Net income	14,928.44
Dividends declared (8 per cent)	12,600.00
Balance for the year (surplus)	2,328.44
Balance at commencement of year \$42,652.17	
Deduct vouchers 600.00	
Balance at commencement of year as so changed .	42,052.17
Balance June 30, 1889 (surplus)	44,380.61
ANALYSIS OF EARNINGS.	
Rents for use of road	\$15,353.97
Income from all other sources, viz.:	2,260.33
Interest on permanent improvement . \$1,727.03	
Interest on contingent fund . . . 450.00	
Interest on current account . . . 83.30	
Total income from all sources	\$17,614.30
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$550.00
Total operating expenses	\$550.00
Taxes, state	1,999.44
Taxes, local	136.42
Total operating expenses and taxes	\$2,685.86

BALANCE SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$238,756.25
Total permanent investments	\$238,756.25
Due from agents and companies	\$6,174.36
Sinking fund	10,000.00
Total cash assets	16,174.36
Total assets (as per books of the company)	\$254,930.61
LIABILITIES.	
Capital stock	\$210,000.00
Unfunded debt, viz.:	550.00
Vouchers and accounts	\$550.00
Profit and loss balance	44,380.61
Total liabilities (as per books of the company)	\$254,930.61
DESCRIPTION OF ROAD.	
Main line of road from S. Vernon, Vt., to Keene, N.H.	24.0000 miles.
“ “ in New Hampshire	23.2142 “
“ “ in Vermont . . . . .	.7100 mile.
“ “ in Massachusetts . . . . .	.0757 “
Total road belonging to this company	24.0000 miles.
Sidings and other tracks not above enumerated	5.2733 “
Same in New Hampshire	4.9716 “
Total length of track computed as single track	29.2733 “
Same in New Hampshire	28.1858 “
Total length of steel rails in tracks, not including steel-top rails	23.5000 “
[Weight per yard, 56 lbs.]	
Total miles of road operated by this company	24.0000 “
Total miles of road operated by this company in New Hampshire	23.2142 “
Number of stations in New Hampshire on all roads operated by this company	6
Number of stations on all roads owned by this company	7
Same in New Hampshire	6
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards*	1
Aggregate length of same for single track 75 ft.	

* In New Hampshire, on miles of road owned.

Number of spans of iron bridges of 25 feet and upwards *	4
Aggregate length of same for single track 496 ft.	
Number of spans of timber bridges of 25 feet and upwards *	1
Aggregate length of same for single track 700 ft.	
Number of crossings of highways at grade *	21
“ “ “ over railroad .	1
“ “ “ under railroad .	1
Number of highway bridges 18 feet above track	1
Number of crossings at which there are neither signals nor flagmen *	21
CAPITAL STOCK.	
Capital stock authorized by charter . \$500,000	
Capital stock authorized by votes of company . 210,000	
Capital stock issued (number of shares, 2,100); amount paid in .	\$210,000.00
Total amount paid in (as per books of the company)	210,000.00

NAMES AND RESIDENCES OF OFFICERS.

N. A. Leonard, *President*, Springfield, Mass.; W. H. Wilson, *Auditor*, Springfield, Mass.; J. Mulligan, *Superintendent*, Springfield, Mass.; H. E. Howard, *General Freight Agent*, Springfield, Mass.; E. C. Watson, *General Ticket Agent*, Springfield, Mass.; E. F. Lane, *Treasurer*, Keene, N. H.; E. F. Lane, *Clerk of Corporation*, Keene, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

N. A. Leonard, J. Mulligan, W. H. Haile, G. E. Frink, Springfield, Mass.; A. B. Harris, Boston, Mass.; Oscar Edwards, Northampton, Mass.; E. F. Lane, Keene, N. H.

PROPER ADDRESS OF THE COMPANY.

THE ASHUELOT RAILROAD COMPANY,

SPRINGFIELD, HAMPDEN CO., MASS.

* In New Hampshire, on miles of road owned.

N. A. LEONARD,
President.

E. F. LANE,
Treasurer.

J. MULLIGAN,
Superintendent.

STATE OF NEW HAMPSHIRE.

HAMPDEN ss. SPRINGFIELD, March 18, 1890. Then personally appeared N. A. Leonard, E. F. Lane, and J. Mulligan, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

WILLIAM F. CALLENDER,
Notary Public.

REPORT

OF THE

ATLANTIC AND ST. LAWRENCE RAIL- ROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$215,220.23
Total expense (including taxes)	204,632.56
Net income	10,587.67
Interest accrued during year	125,451.90
Proportion for New Hampshire of rental paid by lessees as guaran- teed interest on stock and bonds, }	\$360,451.50
Balance for the nine months (debit)	114,864.23
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road)*	\$27,532.94
From through passengers (to and from other roads over and beyond this road)	19,133.06
From express and extra baggage	3,574.92
From mails	4,779.08
Total earnings from passenger department	55,020.00
From local freight (all freight starting from or stopping at any station on this road)*	46,348.61
From through freight (to and from other roads over and beyond this road)	113,473.62
Total earnings from freight department	159,822.23
Total transportation earnings	214,842.23
Income from all other sources	378.00
Total income from all sources	\$215,220.23

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$3,501.67
Legal expenses	1,013.10
Insurance	1,555.30
Stationery and printing	106.26
Outside agencies and advertising	2,485.50
Contingencies and miscellaneous	680.61
Repairs of bridges (including culverts and cattle-guards)	2,906.93
Repairs of buildings	5,463.11
Repairs of fences, road-crossings, and signs	1,678.66
Renewal of ties	5,394.90
[No. laid, 17,983.]	
Repairs of roadbed and track	19,228.77
Repairs of locomotives	17,133.47
Fuel for locomotives	30,631.81
Water supply	998.87
Oil and waste	1,872.95
Locomotive service *	23,416.70
Repairs of passenger cars	6,513.31
Passenger-train service *	3,523.98
Passenger-train supplies	719.67
Repairs of freight cars	14,987.62
Freight-train service *	10,450.20
Freight-train supplies	1,439.34
Mileage freight cars †	3,346.35
Telegraph expenses	3,561.48
Loss and damage, freight and baggage	888.14
Loss and damage, property and cattle	116.43
Personal injuries	587.32
Agents' and station service *	28,635.74
Station supplies	6,070.42
Total operating expenses	\$198,408.61
Taxes, state	6,092.70
Taxes, local	131.25
Total operating expenses and taxes	\$204,632.56
BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$2,952,781
Total permanent investments	2,952,781.00

* Salaries and wages.

† Debit balances.

LIABILITIES.	
Capital stock, \$5,484,000 — proportion for New Hampshire	\$1,908,658.00
Funded debt	1,044,123.00
Total liabilities (as per books of the company)	\$2,952,781.00
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	77,969
Freight-train mileage	168,284
Total revenue train mileage	246,253
Switching-train mileage (not treated as train miles) 49,777	
Other train mileage	8,965
Total train mileage	255,218
Number of season-ticket passengers * 857	
Number of local passengers (including season)	50,588
Number of through passengers (to and from other roads going over and beyond this road)	15,368
Total number of passengers carried	65,956
Local passenger mileage (local passengers carried one mile)	758,820
Through passenger mileage (through passengers carried one mile)	799,136
Total passenger mileage	1,557,956
Number tons local freight	144,074
Number tons through freight (to and from other roads going over and beyond this road)	387,397
Total number tons freight carried	531,471
Local freight mileage (tons local freight carried one mile)	2,279,250
Through freight mileage (tons through freight carried one mile)†	20,144,644
Total freight mileage	22,423,894
Average number of persons employed	269
DESCRIPTION.	
Main line of road from Island Pond, Vt., to Portland, Me.	149.58 miles.
Main line of road in New Hampshire	52.06 "
" " Vermont	14.92 "
" " Maine	82.60 "

* Reckoning twelve passengers per week for time of each season ticket.

† Carried to and from other roads.

Total road belonging to this company	149.58 miles.
Sidings and other tracks not above enumerated	33.85 "
Same in New Hampshire	10.24 "
Total length of track, computed as single track	183.43 "
Same in New Hampshire	62.30 "
Total length of steel rails in tracks, not including steel-top rails	149.58 "
[Weight per yard, 65 lbs.]	
Number of stations on all roads owned by this company	33
Same in New Hampshire	12

EQUIPMENT.

Equipment furnished by the lessees.

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.								2
Employés				2		2		4
Others.....			1		1		2	4

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

October 22, 1888. — Gorham, W. J. Wescott, brakeman, jumping on moving train.

December 6. — Gorham, E. B. Wilson, yardman, coupling.

December 10. — Gorham, M. Lyon, trespasser, getting on moving train, killed.

GENERAL INFORMATION.	
Maximum weight of locomotives in working order.	35 tons.
Average " " " " " "	32½ "
Maximum weight of tenders full of fuel and water.	30 "
Average " " " " " "	27½ "
Maximum weight of passenger cars	35 "
Average " " " " " "	27½ "
" " mail and baggage cars	20 "
" " 8-wheel box freight cars	11 "
" " 8-wheel platform cars	7½ "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	41 feet 5 in.
Total length of heaviest engine and tender over all.	51 feet 4 in.
Number of locomotives equipped with train brake. [Kind of brake, Westinghouse automatic.]	All passenger engines.
Number of cars equipped with train brake. [Kind of brake, Westinghouse automatic.]	All passenger cars.
Number of passenger cars with Miller platform and buffer	All passenger cars.
BRIDGES.	
Number of spans of iron bridges of 25 feet and upwards *	22
Aggregate length of same for single track, 1,777 ft.	
Number of crossings of highways at grade *	25
" " " over railroad	4
" " " under railroad	1
Number of highway bridges less than 18 feet above track	4
Number of crossings at which there are neither signals nor flagmen *	25
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on road operated by this company †	3.63 cents.
Average rate of fare per mile received from passengers to and from other roads	2.39 "
Average rate of fare per mile for season-ticket passengers ‡	1.25 "

* In New Hampshire, on miles of road owned.

† Rates as per tariff.

‡ Beckoning twelve passengers per week for time of each season ticket.

Average rate of fare per mile received from all passengers	2.97 cents.
Average rate of local freight per ton per mile *	2.03 "
Average rate of freight per ton per mile received from freight to and from other roads . . . . .	.56 "
Average rate of freight per ton per mile received from all freight . . . . .	.71 "

CAPITAL STOCK.

Capital stock authorized by charter and acts of Legislature	\$5,484,000	
Capital stock authorized by votes of company	5,484,000	
Capital stock issued, amount paid in		\$5,484,000.00
Total amount paid in as per books of the company.		5,484,000.00
Total number of stockholders	1,337	

DEBT.

Funded debt as follows:

1st mortgage bonds, due 1884; rate of interest, 6 per cent		\$1,499,916.00
Interest paid on same during nine months	\$89,994.96	
2d mortgage bonds, rate of interest, 6 per cent		712,932.00
Interest paid on same during nine months	\$42,775.92	
3d mortgage bonds, rate of interest, 6 per cent		786,984.00
Interest paid on same during nine months	\$47,219.04	
Balance on exchange of bonds		168.00
Interest paid on same during nine months	\$10.08	
Total amount of funded debt		\$3,000,000.00

NAMES AND RESIDENCES OF OFFICERS.

Joseph Hickson, *President*, Montreal, Que.; Philip Henry Brown, *Vice-President*, Portland, Me.; W. W. Duffett, *Treasurer*, Portland, Me.; F. R. Barrett, *Clerk of Corporation*, Portland, Me.

* Rates as per tariff.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Joseph Hickson, Sir Alex. T. Galt, Montreal, Que.; Philip Henry Brown, Portland, Me.; Harrison J. Libby, Franklin R. Barrett, Francis K. Swan, W. W. Duffett, George P. Wescott, Wm. L. Putnam, Portland, Me.

PROPER ADDRESS OF THE COMPANY.

ATLANTIC & ST. LAWRENCE RAILROAD COMPANY,
PORTLAND, ME.

JOSEPH HICKSON,
PHILIP HENRY BROWN,
SIR ALEX. T. GALT,
HARRISON J. LIBBY,
FRANKLIN R. BARRETT,
FRANCIS K. SWAN,
W. W. DUFFETT,
GEORGE P. WESCOTT,
WILLIAM L. PUTNAM,

Directors.

W. W. DUFFETT,

Treasurer.

STATE OF MAINE.

CUMBERLAND SS. March 13, 1890. Then personally appeared F. R. Barrett, director, W. W. Duffett, treasurer, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEO. E. B. JACKSON,

Justice of the Peace.

OPERATING REPORT

OF THE

BOSTON, CONCORD & MONTREAL RAILROAD COMPANY

FOR THE EIGHT MONTHS ENDING MAY 31, 1889.

GENERAL EXHIBIT FOR EIGHT MONTHS.	
Total income	\$653,122.69
Total expense (including taxes)	512,894.22
Net income	140,228.47
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$48,539.10
From through passengers (to and from other roads over and beyond this road)	159,977.31
From express and extra baggage	12,026.53
From mails	15,928.52
Total earnings from passenger department	236,471.46
From local freight (all freight starting from or stopping at any station on this road) *	67,446.44
From through freight (to and from other roads over and beyond this road)	353,898.86
Total earnings from freight department	421,345.30
Total transportation earnings	657,816.76
Rent of tenements, etc.	584.61
Losses on miscellaneous property in excess of income from other miscellaneous sources \$5,278.68	
Total income from all sources	\$653,122.69

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$14,294.42
Legal expenses	3,694.81
Insurance	843.81
Stationery and printing	2,685.64
Outside agencies and advertising	2,824.70
Contingencies and miscellaneous	353.81
Repairs of bridges (including culverts and cattle-guards)	6,812.52
Repairs of buildings	11,897.34
Repairs of fences, road-crossings, and signs	2,881.54
Renewal of rails	9,186.83
Renewal of ties	10,869.32
Repairs of roadbed and track	68,731.80
Repairs of locomotives	32,471.28
Fuel for locomotives	94,583.75
Water supply	2,994.05
Oil and waste*	205.90
Locomotive service †	47,699.03
Repairs of passenger cars	14,760.42
Passenger-train service †	14,538.89
Passenger-train supplies	5,886.14
Mileage passenger cars †	2,336.55
Repairs of freight cars	35,365.65
Freight-train service †	29,929.09
Freight-train supplies	2,685.65
Mileage freight cars †	25,318.78
Telegraph expenses	6,283.84
Loss and damage, freight and baggage	619.12
Loss and damage, property and cattle	573.79
Personal injuries	2,274.00
Agents' and station service †	30,999.72
Station supplies	5,574.18
Total operating expenses	\$488,764.57
Taxes, state }	24,129.65
Taxes, local }	
Total operating expenses and taxes	\$512,894.22
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	260,861
Freight-train mileage	463,208
Total revenue train mileage	724,069
Switching-train mileage	58,850
Other train mileage	21,797
Total train mileage	804,716

* This is a credit item, and the amount is deducted from total expenses.

† Salaries and wages.

‡ Debit balances.

Number of local passengers (including season) . . .	106,887
Number of through passengers (to and from other roads going over and beyond this road) . . .	142,359
Total number of passengers carried . . .	249,246
Local passenger mileage (local passengers carried one mile) . . .	1,360,263
Through passenger mileage (through passengers carried one mile) . . .	7,307,103
Total passenger mileage . . .	8,667,366
Number tons local freight . . .	132,894
Number tons through freight (to and from other roads going over and beyond this road) . . .	390,231
Total number tons freight carried . . .	523,215
Local freight mileage (tons local freight carried one mile) . . .	3,561,538
Through freight mileage (tons through freight carried one mile) * . . .	28,756,168
Total freight mileage . . .	32,317,706
Average number of persons employed . . .	940

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

November 30, 1888.—Byron Gordon, of Woodsville, N. H., a brakeman, fell off a freight car in the Woodsville yard receiving injuries to his legs.

December 24.—A man called "Orford" (correct name unknown) was struck by a locomotive while walking upon the track between Bath, N. H., and Woodsville, N. H.

February 20, 1889.—Mrs. Lorina Sanborn, of Sanbornton, N. H., was struck by a locomotive at highway crossing near Tilton, N. H., receiving fatal injuries.

March 11.—Frank Boprey, of Capleton, Que., employed by contractors doing work at Scott's, N. H., with a pile driver, was caught between engine and car while attempting to make a hitch or coupling, and was fatally injured.

NAMES AND RESIDENCES OF OFFICERS.

C. E. A. Bartlett, *General Manager*, Chelmsford, Mass.; Myron Taylor, *Auditor*, Arlington, Mass.

C. E. A. BARTLETT,
General Manager.

* Carried to and from other roads.

REPORT

OF THE

PEMIGEWASSET VALLEY RAILROAD

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$15,402.00
Total expense (including taxes)	245.67
Net income	15,156.33
Dividends declared (3 per cent) February 1, 1889, paid by the Boston, Concord & Montreal Railroad to stockholders of Suncook Valley Railroad	15,102.00
Balance for the year (surplus)	54.33
Balance at commencement of year (surplus)	80.87
Balance June 30, 1889 (surplus)	135.20
ANALYSIS OF EARNINGS. *	
Rents for use of road, 6 months, to February 1, 1889	\$15,102.00
Income from other sources, viz.:	300.00
Received for expenses of organization \$300.00	
Total income from all sources	\$15,402.00
ANALYSIS OF EXPENSES. * .	
Salaries of general officers and clerks	\$235.42
Outside agencies and advertising	10.25
Total operating expenses	\$245.67

* Included in reports of Boston & Lowell and Concord Railroads.

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$411,157.61
Cost of equipment	91,842.14
Total permanent investments	\$502,999.75
Cash	\$400.25
Balance of income for organization	135.20
Total cash assets	535.45
Total assets (as per books of the company)	\$503,535.20
LIABILITIES.	
Capital stock	\$503,400.00
Profit and loss balance	135.20
Total liabilities (as per books of the company)	\$503,535.20
<i>Present or Contingent Liabilities not included in the Balance-sheet.</i>	
Unsettled claims for construction, to be paid by capital stock authorized by corporation, on which dividends are to be paid under the lease of the Pemigewasset Valley Railroad to the Boston, Concord & Montreal Railroad, estimated at \$26,600	
Total (not included in balance-sheet)	\$26,600.00
DESCRIPTION OF ROAD. *	
Main line of road from Plymouth to Franconia, and branch from Campton to Livermore, estimated	75.000 miles.
Main line of road in New Hampshire, estimated	75.000 "
Track laid, if road is not completed	20.057 "
Sidings and other tracks not above enumerated (not including sidings built by B., C. & M. R. R., and B. & L. R. R., since lease of road, of which this road has no account) . . . . .	.370 "
Total length of track computed as single track	20.057 "
[Weight per yard, 56 lbs.]	
Number of stations on all roads owned by this company	8
Same in New Hampshire	8

* Included in reports of Boston & Lowell and Concord Railroads.

EQUIPMENT.	
Number of locomotives leased to B., C. & M. R. R., and operated by B. & L. and Concord R. R..	2
Number of passenger cars	2
Number of freight cars (basis of 8 wheels)	125

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

See reports of Boston & Lowell and Concord Railroads.

CAPITAL STOCK.	
Capital stock authorized by charter	\$2,000,000
Capital stock authorized by votes of company	530,000
Capital stock issued (number of shares, 5,034); amount paid in	\$503,400.00
Total amount paid in (as per books of the company)	503,400.00
Total number of stockholders	173
Number of stockholders in New Hampshire	126
Amount of stock held in New Hampshire	\$357,600

. NAMES AND RESIDENCES OF OFFICERS.

John J. Bell, *President*, Exeter, N. H.; Edward D. Harlow, *Treasurer*, Boston, Mass.; George H. Adams, *Clerk of Corporation*, Plymouth, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

John J. Bell, Exeter, N. H.; Daniel Saunders, Lawrence, Mass.; Nathan H. Weeks (deceased), Plymouth, N. H.; Joseph W. Campbell, Woodstock, N. H.; Daniel Barnard, Franklin, N. H.; John C. French, Henry Chandler, Manchester, N. H.; John J. Cilley, South Deerfield, N. H.; George W. Hills, Lawrence, Mass.

PROPER ADDRESS OF THE COMPANY.

PEMIGEWASSET VALLEY RAILROAD.

President's Office, EXETER, N. H.

Treasurer's Office, BOSTON, Mass.

Clerk's Office, PLYMOUTH, N. H.

The Pemigewasset Valley Railroad is leased for 100 years to the Boston, Concord & Montreal Railroad, and was operated from September 30, 1888, to May 31, 1889, by the Boston & Lowell Railroad as agent for the Boston, Concord & Montreal Railroad, and for the month of June, 1889, by the Concord Railroad as said agent.

EDWARD D. HARLOW,

Treasurer.

STATE OF MASSACHUSETTS.

SUFFOLK SS. BOSTON, February 15, 1890. Then personally appeared Edward D. Harlow, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

GEORGE N. CARPENTER,

Justice of the Peace.

REPORT

OF THE

BOSTON & MAINE RAILROAD

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$9,902,674.68
Total expense (including taxes)	7,053,255.91
Net income	2,849,418.77
Rentals:	2,197,837.14
Eastern R. R.	\$653,956.35
Boston & Lowell R. R.	507,999.81
Worcester, Nashua & Rochester R. R.	187,500.00
Connecticut & Passumpsic Rivers R. R.	174,750.00
Manchester & Lawrence R. R.	76,500.00
Central Massachusetts R. R.	75,000.00
Portland, Saco & Portsmouth R. R.	67,725.00
Nashua & Lowell R. R.	54,750.00
Lowell & Andover R. R.	39,375.00
Portsmouth & Dover R. R.	34,605.00
Portsmouth, Great Falls & Conway R. R.	33,937.50
Massawippi Valley R. R.	33,000.00
Peterborough R. R.	26,774.73
Dover & Winnepesaukee R. R.	21,750.00
Eastern R. R. in New Hampshire	16,875.00
Stony Brook R. R.	15,000.00
Wilton R. R.	12,712.50
Newburyport City R. R.	4,500.00
West Amesbury Branch R. R.	4,275.00
Kennebunk & Kennebunkport R.R.	2,193.75
Wolfeborough R. R.	1,680.00
Sundry track rentals	3,037.50
Northern R. R. contract	149,940.00

Interest accrued during nine months		\$347,674.38
On funded debt	\$265,851.22	
On other debt	81,823.16	
Dividends declared (8 per cent)		560,000.00
4 per cent declared payable Nov. 15, 1888.*		
4 per cent declared payable May 15, 1889.		
Balance for nine months (deficit)		256,092.75
Balance at commencement of year, Oct. 1, 1888		1,777,949.92
Balance June 30, 1889 (surplus)		1,521,857.17
ANALYSIS OF EARNINGS.		
From local passengers (all passengers starting from and stopping at any station on this road) †		\$3,967,392.65
From through passengers (to and from other roads)		637,829.95
From express and extra baggage		315,937.20
From mails		127,035.52
Total earnings from passenger department		5,048,195.32
From local freight (all freight starting from and stopping at any station on this road) †		2,647,105.39
From through freight (to and from other roads) on through way-bill		1,950,102.23
Total earnings from freight department		4,597,207.62
Total transportation earnings		9,645,402.94
Rents for use of road		5,704.97
Income from all other sources, viz.:		251,566.77
Rents of tenements, lands, etc.	\$108,710.54	
Income from investments	95,069.64	
Income from coal hoisting engines	5,394.14	
Miscellaneous income	42,392.45	
Total income from all sources		\$9,902,674.68
ANALYSIS OF EXPENSES.		
Salaries of general officers and clerks		\$145,962.38
Legal expenses		43,981.85
Insurance		22,615.57
Stationery and printing		72,307.13
Outside agencies and advertising		34,842.43
Contingencies and miscellaneous		74,875.17
Repairs of bridges (including culverts and cattle-guards)		212,579.84
Repairs of buildings		266,830.68

* This dividend was paid out of the earnings of the year ending September 30, 1888.

† Including passengers and freight to and from other roads starting from or stopping at stations on this road.

Repairs of fences, road-crossings, and signs . . .	\$55,684.29
Renewal of rails . . .	102,890.20
[No. tons steel laid, 3,398.164.]	
[No. tons iron laid, 836.1336.]	
Renewal of ties . . .	155,418.30
[No. laid, 198,471.]	
Repairs of roadbed and track . . .	702,588.60
Repairs of locomotives . . .	313,710.74
Fuel for locomotives . . .	854,245.88
[Tons of coal, 185,877; cords of wood, 10,560.]	
Water supply . . .	51,775.38
Oil and waste . . .	18,960.62
Locomotive service * . . .	553,447.16
Repairs of passenger cars . . .	335,063.68
Passenger-train service * . . .	276,405.27
Passenger-train supplies . . .	52,807.93
Mileage passenger cars † . . .	3,550.49
Repairs of freight cars . . .	286,727.09
Freight-train service * . . .	371,819.18
Freight-train supplies . . .	14,766.88
Mileage freight cars † . . .	127,126.74
Telegraph expenses . . .	84,595.31
Loss and damage, freight and baggage } . . .	30,427.27
Loss and damage, property and cattle }	
Personal injuries . . .	140,487.33
Agents' and station service * . . .	1,014,320.95
Station supplies . . .	170,995.46
Total operating expenses . . .	\$6,591,809.80
Taxes, state } . . .	461,446.11
Taxes, local }	
Total operating expenses and taxes . . .	\$7,053,255.91
PROPERTY ACCOUNTS: CHARGES AND CREDITS	
DURING THE NINE MONTHS.	
Expenditures charged to property accounts:	
2 shares of Newburyport R. R. stock . . .	\$6.00
Land in Wakefield . . .	13,450.00
700 shares of St. Johnsbury & Lake Champlain R. R. stock . . .	1,000.00
Bonds of St. Johnsbury & Lake Champlain R. R. . . .	52,500.00
Bonds of Portland Union Ry. Station Co. . . .	108,000.00
Total charges to property accounts . . .	\$174,956.00
Net addition to property accounts for the nine months . . .	174,956.00

* Salaries and wages. † Debit balances.

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$9,620,937.63
Cost of equipment	1,308,180.00
Lands in Dover and Old Orchard	14,132.21
" Portland	16,467.50
" Saco	15,000.00
" Somerville	5,850.00
" Wakefield	13,450.00
Stock of Portland & Rochester R. R.	300,000.00
Stock of Portland & Ogdensburg R. R.	146,238.80
Stock of Dover & Winnepesaukee R. R.	263,144.48
Stock of Danvers R. R.	27,445.00
Stock of Orchard Beach R. R.	49,624.89
Stock of St. Johnsbury & Lake Champlain R. R.	1,000.00
Bonds of St. Johnsbury & Lake Champlain R. R.	52,500.00
Bonds of Portland Union Ry. Station Co.	108,000.00
Bonds of Danvers R. R.	125,000.00
Bonds of Newburyport R. R.	302,499.95
Steamer Mount Washington and wharves	69,260.24
Total permanent investments	\$12,438,730.70
Cash	\$578,322.39
Bills receivable	10,715.74
Due from agents and companies	1,972,036.62
Materials and supplies	1,411,190.62
Sinking fund	165,170.29
Debit balances	583,400.67
Improvement account	2,265,294.91
" " Eastern R. R.	1,227,039.83
Total cash assets	8,213,171.07
Total assets (as per books of the company)	\$20,651,901.77
LIABILITIES.	
Capital stock	\$7,000,000.00
Funded debt	6,484,000.00
Unfunded debt, viz.:	4,241,024.99
Interest unpaid	\$128,480.00
Dividends unpaid	28,294.00
Notes payable	3,180,000.00

Vouchers and accounts	\$904,250.99	
Accrued interest, rentals, and taxes, not yet due . .		\$629,798.56
Sundry lease accounts		383,041.33
Suspense account of Boston, Concord & Montreal R. R., etc.		227,009.43
Profit and loss balance		1,521,857.17
Improvement account fund		165,170.29
Total		\$20,651,901.77

MILEAGE, TRAFFIC, ETC.

Passenger-train mileage	4,105,156
Freight-train mileage	2,633,411
Total revenue train mileage	6,738,567
Switching-train mileage	1,286,378
Other train mileage	197,081
Total train mileage	8,222,026
Number of season-ticket passengers *	2,165,016
Number of local passengers (including season) . .	20,159,875
Number of through passengers (to and from other roads going over and beyond this road)	566,861
Total number of passengers carried	20,726,736
Local passenger mileage (local passengers carried one mile)	223,104,608
Through passenger mileage (through passengers carried one mile)	35,161,426
Total passenger mileage	258,266,034
Number tons local freight	2,449,328
Number tons through freight (to and from other roads going over and beyond this road)	1,964,884
Total number tons freight carried	4,414,212
Local freight mileage (tons local freight carried one mile)	100,348,686
Through freight mileage (tons through freight car- ried one mile) †	147,517,103
Total freight mileage	247,865,789
Average number of persons employed	9,769

DESCRIPTION OF ROAD.

Main line of road from Boston, Mass., to Portland, Me.	115.500 miles.
Main line of road in New Hampshire	34.750 "
" " Massachusetts	36.750 "
" " Maine	44.000 "

* Reckoning twelve passengers per week for time of each season ticket.

† Carried to and from other roads.

Double track on main line	71.740 miles.
Same in New Hampshire	15.170 "
Branches owned by the company, viz.:	
Medford (single track)	2.000 "
Methuen (double track, 1; single track, 2.75)	3.750 "
Great Falls (single track)	2.750 "
Total length of branches owned by the company	8.500 "
Total length of branches owned by company in New Hampshire	2.750 "
Total length of branches owned by company in Massachusetts	5.750 "
Double track on branches	1.000 "
Total road belonging to this company	124.000 "
Sidings and other tracks not above enumerated	100.120 "
Same in New Hampshire	17.960 "
Total length of track computed as single track	296.860 "
Same in New Hampshire	70.630 "
Total length of steel rails in track, not including steel-top rails	224.770 "
[Weights per yard, 60 and 72 lbs.]	
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>	
Eastern R. R. of Massachusetts and branches, length	118.840 miles.
Worcester, Nashua & Rochester R. R.,	94.480 "
Eastern R. R. in New Hampshire,	16.080 "
Portland, Saco & Portsmouth R. R.,	50.760 "
Portsmouth, Great Falls & Conway R. R.,	72.860 "
Wolfeborough R. R.,	12.030 "
Chelsea Beach R. R.,	3.340 "
Newburyport City R. R.,	1.970 "
Portsmouth & Dover R. R.,	10.880 "
Danvers R. R.,	9.259 "
Newburyport R. R.,	26.979 "
Lowell & Andover R. R.,	8.730 "
West Amesbury Branch,	4.450 "
Dover & Winnepesaukee R. R.,	29.000 "
Manchester & Lawrence R. R.,	22.390 "
Kennebunk & Kennebunkport R. R.,	4.500 "
Boston & Lowell R. R. and branches,	98.090 "
Nashua & Lowell R. R.,	14.500 "
Stony Brook R. R.,	13.160 "
Wilton R. R.,	15.500 "
Peterborough R. R.,	10.500 "
Manchester & Keene R. R., operated jointly with Concord R. R.,	29.590 "
Central Massachusetts R. R.,	98.770 "
Connecticut & Passumpsic Rivers R. R.,	110.300 "

Massawippi Valley Railway, length	36.750 miles
Northern and Concord & Claremont R. R., length	172.320 "
Total length of above roads	1,086.028 "
" " " in New Hampshire	450.820 "
" " " in other States	635.208 "
Eastern R. R. of Mass. and branches in Mass.	118.840 "
Worcester, Nashua & Rochester R. R., "	39.460 "
Chelsea Beach R. R., "	3.340 "
Newburyport City R. R., "	1.970 "
Newburyport R. R., "	26.979 "
Danvers R. R., "	9.259 "
Lowell & Andover R. R., "	8.730 "
West Amesbury Branch R. R., "	2.130 "
Boston & Lowell R. R. and branches, "	98.090 "
Nashua & Lowell R. R., "	9.250 "
Stony Brook R. R., "	13.160 "
Central Massachusetts R. R., "	98.770 "
Portland, Saco & Portsmouth R. R., in Maine	50.760 "
Kennebunk & Kennebunkport R. R., "	4.500 "
Portsmouth, Great Falls & Conway R. R., in Maine	2.920 "
Connecticut & Passumpsic Rivers R. R., in Vermont	110.300 "
Massawippi Valley Railway, in Canada	36.750 "
Total length of above roads	1,086.028 "
" " " in New Hampshire	450.820 "
" " " in other States	635.208 "
" " " in Massachusetts	429.978 "
" " " in Maine	58.180 "
" " " in Vermont	110.300 "
" " " in Canada	36.750 "
Total miles of road operated by this company	1,210.028 "
Total miles of road operated by this company in New Hampshire	488.320 "
Number of stations in New Hampshire on all roads operated by this company	159
Number of telegraph offices in same	100
Number of stations on all roads owned by this company	630
Same in New Hampshire	180

EQUIPMENT.

	Owned by leased roads.	Owned by B. & M. R. R.	Total.
Number of locomotives.....	298	145	443
Number of passenger cars.....	423	243	666
Number of parlor or sleeping cars.....	12	12	24
Number of baggage, mail, and express cars	84	43	127
Number of freight cars (basis of 8 wheels)	5,849 $\frac{1}{4}$	2,388 $\frac{1}{2}$	8,237 $\frac{3}{4}$
Number of other cars.....	297	105	402
Snow plows and ice cutters.....	47	17	64

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers				1		1	1	17
Employés			3	8	3	8	16	103
Others			6	4	6	4	54	41

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

October 24, 1888. — At Concord, George H. Colby, a brakeman, was found dead beside the track, a short distance from the ice house. It is supposed that he had a paralytic fit, and fell off his train and died.

October 29. — At Portsmouth, an unknown man, a trespasser, attempting to board a moving train near Vaughan street, fell under the wheels and was killed.

October 29. — At Nashua Junction, Charles Lezott, a shifter, coupling cars, had his arm so crushed as to necessitate amputation.

November 16. — At Manchester, Erastus B. Rowell, a trespasser, boarding a moving train, and jumping off on the other side, fell and broke his leg.

November 19. — At Dover, Patrick Mooney, a trespasser, was found dead, wedged between the cinder valve and brace of an engine, upon the arrival of a train at Rochester.

November 20. — At Windham, W. E. Hughes, station agent, coupling cars, had his collar bone broken.

November 28. — At Nashua, William P. Penniman, a brakeman, fell under the wheels and had his foot cut off and arm broken.

November 14. — At Dover, James Hefferan, a brakeman, in coupling cars had his hand badly crushed.

December 15. — At Concord, James P. Landers, a brakeman, was struck by the morning train in the yard and killed.

December 29. — At Hampton, Joseph B. Hall, a passenger, stepped off a train at the station before it had come to a stop, and struck against a post and was thrown back under the train, receiving a cut over the eye and other injuries about the head and body.

January 4, 1889. — At Nashua, Alva Tatro, a brakeman, had his foot caught and crushed by some railroad rails slipping, on account of the concussion of cars coming together, in the act of coupling.

January 28. — At Nashua, Harrington Kennedy, a brakeman, coupling cars in the yard, had two fingers cut off.

March 6. — At Nashua, Willie Owens, a trespasser, a child of five years, attempting to cross the tracks in front of an advancing train, was struck, and had his leg broken and was injured about the head.

March 29. — At Nashua Junction, Frank N. Spaulding, an employé, fell from the top of a car, breaking his leg and ankle.

April 4. — At Rochester, Leon Larry, a trespasser, walking on the tracks, was struck by a passing train, receiving injuries from which he soon afterward died.

April 19. — At Nashua, Walter H. Burt, an employé, slipped from the top of a car to the ground, receiving scalp wound and injuries to shoulder.

May 23. — At Nashua, Thomas J. Hines, a trespasser intoxicated, climbed to the top of a box car and fell off, cracking his shoulder blade and cutting open his head.

June 1. — At Nashua, John Hughes, colored, a trespasser, standing on the tracks, was struck by a passing train and killed.

June 3. — At Concord, Charles W. Morrison, machinist Northern Railroad shop, in assisting in lowering a pair of wheels with derrick, crank slipped from his hands, striking him on the head below temple, causing concussion of the brain, etc., from which he died in a few hours.

June 4. — At Concord, Godfrey Bourdon, a trespasser, stepped on the tracks in front of a passing train and was killed.

June 5. — At Lebanon, Joseph Gerrish, a boy, was struck and knocked down by a mail bag thrown from a moving train as it entered the station; injuries slight.

June 22. — At Milford, Mrs. Betsey Shaw, an elderly woman, attempting to cross the tracks at Union street crossing, in front of an approaching train, was struck, receiving injuries from which she soon afterwards died.

GENERAL INFORMATION.			
Maximum weight of locomotives in working order	58	tons.	
Average " " " "	34	"	
Maximum weight of tenders full of fuel and water	42½	"	
Average " " " "	23	"	

Maximum weight of passenger cars	28 $\frac{3}{4}$ tons.
Average " " " " " " " "	22 " "
" " mail and baggage cars	19 " "
" " 8-wheel box freight cars	9 $\frac{1}{2}$ " "
" " 4-wheel " " " " " "	4 $\frac{1}{2}$ " "
" " 8-wheel platform cars	7 $\frac{1}{2}$ " "
" " 4-wheel " " " " " "	3 $\frac{3}{4}$ " "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	46 $\frac{1}{2}$ feet.
Total length of heaviest engine and tender over all Number of locomotives equipped with train brake [Kind of brake, Westinghouse automatic.]	58 " "
Number of cars equipped with train brake [Kind of brake, Westinghouse automatic.]	243
Number of passenger cars with Miller platform and buffer	817
Number of miles of road operated by this company not furnished with telegraph facilities:	765
From Bradford to Georgetown, Mass. . . .	6.50 miles.

BRIDGES.

Number of trestle bridges of 25 feet length and upwards*	1
Aggregate length of same for single track 68 ft. . . .	
Number of spans of stone bridges of 25 feet and upwards*	1
Aggregate length of same for double track 38 ft. . . .	
Number of spans of iron bridges of 25 feet and upwards*	9
Aggregate length of same for single track 176 ft. . . .	
" " " " double track 668 ft. . . .	
Number of crossings of highways at grade*	43
" " " " over railroad	9
" " " " under railroad	3
Number of highway bridges 18 feet above track	1
Number of highway bridges less than 18 feet above track	8
Number of crossings at which gates or flagmen are maintained	16
Number of crossings at which there are neither signals nor flagmen*	27
Number of railroad crossings at grade: *	1
Concord R. R., at Newmarket Junction. . . .	
Number of railroad crossings over other railroads: *	1
Portsmouth, Great Falls & Conway R. R., at Salmon Falls. . . .	

* In New Hampshire, on miles of road owned.

RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company *	1.996 cents.
Average rate of fare per mile received from passengers to and from other roads	1.814 "
Average rate of fare per mile for season-ticket passengers † . . . . .	.726 "
Average rate of fare per mile received from all passengers	1.784 "
Average rate of local freight per ton per mile *	2.638 "
Average rate of freight per ton per mile received from freight to and from other roads	1.322 "
Average rate of freight per ton per mile received from all freight	1.855 "
CAPITAL STOCK.	
Capital stock authorized by charter	\$7,000,000
Capital stock authorized by votes of company	7,000,000
Capital stock issued (number of shares, 70,000); amount paid in	\$7,000,000.00
Total amount paid in (as per books of the company)	7,000,000.00
Total number of stockholders	3,877
Number of stockholders in New Hampshire	1,039
Amount of stock held in New Hampshire	\$1,346,800
DEBT.	
Funded debt, as follows:	
Bonds due January 1, 1893; rate of interest, 7 per cent	\$1,500,000.00
Interest accrued on same during nine months	\$78,750.00
Bonds due January 1, 1894; rate of interest, 7 per cent	2,000,000.00
Interest accrued on same during nine months	\$105,000.00
Improvement bonds due February 2, 1905; rate of interest, 4 per cent	1,000,000.00
Interest accrued on same during nine months	\$30,000.00
Improvement bonds due February 1, 1907; rate of interest, 4 per cent	500,000.00

* Rates as per tariff.

† Reckoning twelve passengers per week for time of each season ticket.

Interest accrued on same during nine months	\$15,000.00	
Improvement bonds due February 1, 1937; rate of interest, 4 per cent		\$1,484,000.00
Interest accrued on same during nine months	\$37,101.22	
Total amount of funded debt		\$6,484,000.00

NAMES AND RESIDENCES OF OFFICERS.

George C. Lord, *President*, Newton, Mass.; James T. Furber, *General Manager*, Lawrence, Mass.; William J. Hobbs, *General Auditor*, Malden, Mass.; *Superintendents* — William Merritt, Western Division, Boston, Mass.; D. W. Sanborn, Eastern Division, Somerville, Mass.; John W. Sanborn, Northern Division, Wolfborough Junction, N. H.; George W. Hurlburt, Worcester, Nashua & Portland Division, Worcester, Mass.; W. F. Simons, Southern Division, Somerville, Mass.; H. E. Folsom, Passumpsic Division, Lyndonville, Vt.; George E. Todd, Northern R. R., Concord, N. H.; D. J. Flanders, *General Passenger and Ticket Agent*, Malden, Mass.; W. F. Berry, *General Freight Agent*, East Boston, Mass.; Amos Blanchard, *Treasurer*, Andover, Mass.; Chauncey P. Judd, *Clerk of Corporation*, Reading, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

George C. Lord, Newton, Mass.; Amos Paul, South Newmarket, N. H.; William S. Stevens, Dover, N. H.; Joseph S. Ricker, Deering, Me.; Richard Olney, William T. Hart, Boston, Mass.; Samuel C. Lawrence, Medford, Mass.; Frank Jones, Portsmouth, N. H.

PROPER ADDRESS OF THE COMPANY.

BOSTON & MAINE RAILROAD,

BOSTON, MASS.

FRANK JONES,
GEORGE C. LORD,
JOSEPH S. RICKER,
WILLIAM S. STEVENS,
WILLIAM T. HART,
RICHARD OLNEY,

Directors.

AMOS BLANCHARD,

Treasurer.

JAMES T. FURBER,

General Manager.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. BOSTON, February 21, 1890. Then personally appeared the above named James T. Furber, Frank Jones, and Amos Blanchard, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

SIGOURNEY BUTLER,

Justice of the Peace.

REPORT

OF THE

MANCHESTER & LAWRENCE RAIL- ROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income, proportionate	\$78,862.95
Total expense (including taxes)	2,588.03
Net income	76,279.92
Dividends declared (7½ per cent), proportionate	75,000.00
Balance for the nine months (surplus)	1,279.92
Balance at commencement of year \$116,060.50	
Add 1,577.50	
Balance at commencement of year as so changed	117,638.00
Balance June 30, 1889	118,917.92
ANALYSIS OF EARNINGS.	
Rents for use of road, proportionate	\$76,500.00
Income from all other sources, viz.:	2,362.95
Interest \$2,362.95	
Total income from all sources	\$78,862.95
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$1,600.00
Legal expenses	871.53
Stationery, printing, and advertising	91.50
Contingencies and miscellaneous	20.00
Total operating expenses	\$2,583.03

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road and equipment	\$1,000,000.00
Telegraph	4,770.35
Hooksett Branch	18,000.00
Stock of Suncook Valley R. R.	42,040.00
Stock of Mt. Washington R. R.	3,700.00
Total permanent investments	\$1,068,510.35
Cash	\$25,087.07
Concord, Manchester & Lawrence R. R.	32,000.00
Total cash assets	57,087.07
Total assets (as per books of the company)	\$1,125,597.42
LIABILITIES.	
Capital stock	\$1,000,000.00
Dividends unpaid	6,679.50
Profit and loss balance	118,917.92
Total liabilities (as per books of the company)	\$1,125,597.42
CAPITAL STOCK.	
Capital stock authorized by charter	\$1,000,000
Capital stock authorized by votes of company	1,000,000
Capital stock issued (number of shares, 10,000)	\$1,000,000.00
Total number of stockholders	569
Number of stockholders in New Hampshire	323
Amount of stock held in New Hampshire	\$565,500

NAMES AND RESIDENCES OF OFFICERS.

Charles A. Sinclair, *President*, Portsmouth, N. H.; Henry Chandler, *Treasurer*, Manchester, N. H.; Charles B. Gafney, *Clerk of Corporation*, Rochester, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Charles A. Sinclair, Portsmouth, N. H.; George B. Chandler, Herman F. Straw, Manchester, N. H.; Joseph C. Moore, Gilford,

N. H.; John W. Sanborn, Wakefield, N. H.; Elisha R. Brown, Dover, N. H.; William P. Fowler, Boston, Mass.

CHARLES A. SINCLAIR,
JOHN W. SANBORN,
GEORGE B. CHANDLER,
ELISHA R. BROWN,
Directors.
HENRY CHANDLER,
Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK SS. BOSTON, October 25, 1890. Then personally appeared Charles A. Sinclair, John W. Sanborn, G. B. Chandler, and E. R. Brown, a majority of the directors of the Manchester & Lawrence Railroad Company, and Henry Chandler, treasurer thereof, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

WILLIAM P. FOWLER,

Justice of the Peace and Commissioner for the State of New Hampshire, resident in the Commonwealth of Massachusetts.

REPORT

OF THE

NASHUA & LOWELL RAILROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$82,622.55
Total expense (including taxes B. & M. R. R.)	1,585.00
Net income	81,037.55
Interest accrued during year:	8,510.83
On funded debt \$8,500.00	
On other debt 10.83	
Dividends declared (9 per cent)	72,000.00
Balance for the year	526.72
Balance at commencement of year \$120,065.03	
Deduct \$1,000 paid for legal expenses 1,000.00	
Balance at commencement of year as so changed	119,065.03
Balance June 30, 1889	119,065.03
ANALYSIS OF EARNINGS.	
Rents for use of road	\$73,000.00
Income from all other sources, viz.:	9,622.55
Interest on notes, \$300,000 \$8,500.00	
Interest on stock, 80 shares Union Loan & Trust Co., Sioux City, Ia. 800.00	
Miscellaneous income 322.55	
Total income from all sources	\$82,622.55
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$546.15
Legal expenses	1,000.00
Contingencies and miscellaneous	38.85
Total operating expenses and taxes	\$1,585.00

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$691,292.07
Cost of equipment	218,242.95
Total permanent investments	\$909,535.02
Cash	\$4,242.01
Bills receivable	300,000.00
Due from agents and companies (ac- crued interest on \$300,000 notes)	5,000.00
Sinking fund	11,111.50
Total cash assets	320,353.51
Total assets (as per books of the company)	\$1,229,888.53
LIABILITIES.	
Capital stock	\$800,000.00
Funded debt	300,000.00
Unfunded debt, viz. Interest unpaid, coupons unpaid	10,823.50
Dividends unpaid	\$3,631.00
Accrued interest on funded debt, not yet payable	2,192.50
Profit and loss balance	5,000.00
Total liabilities (as per books of the company)	119,065.03
Total liabilities (as per books of the company)	\$1,229,888.53
DESCRIPTION OF ROAD.	
Main line of road from Nashua to Lowell	14.500 miles.
“ “ in New Hampshire	5.250 “
“ “ in Massachusetts	9.250 “
Double track on main line	14.500 “
Same in New Hampshire	5.250 “
Total road belonging to this company	14.500 “
Sidings and other tracks not above enumerated	6.084 “
Same in New Hampshire	1.950 “
Total length of track computed as single track	35.084 “
Same in New Hampshire	12.450 “
CAPITAL STOCK.	
Capital stock authorized by charter	\$800,000
Capital stock issued (number of shares, 8,000); amount paid in	\$800,000.0
Total amount paid in (as per books of the company)	800,000.0

Total number of stockholders	395	
Number of stockholders in New Hampshire . .	180	
Amount of stock held in New Hampshire	\$231,500	
DEBT.		
Funded debt, as follows:		
Gold bonds due August 3, 1893; rate of interest, 6 per cent		\$200,000.00
Bonds due July 1, 1900; rate of interest, 5 per cent		100,000.00
Interest paid on same during nine months	\$5,000	

NAMES AND RESIDENCES OF OFFICERS.

Francis A. Brooks, *President*, Boston, Mass.; J. W. White, *Treasurer*, Nashua, N. H.; Walter A. Lovering, *Clerk of Corporation*, Nashua, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Francis A. Brooks, Gedney K. Richardson, Boston, Mass.; Jeremiah W. White, William W. Bailey, Nashua, N. H.; C. E. A. Bartlett, Lowell, Mass.

PROPER ADDRESS OF THE COMPANY.

NASHUA & LOWELL RAILROAD CORPORATION,

NASHUA, N. H.

J. W. WHITE,
Treasurer.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH ss. July 11, 1890. Then personally appeared J. W. White and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

F. A. EATON,
Justice of the Peace.

REPORT

OF THE

PORTSMOUTH & DOVER RAILROAD COMPANY *

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$46,140.00
Net income	46,140.00
Dividends declared (6 per cent)	46,140.00
BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$768,400.00
Total permanent investments	\$768,400.00
Cash	\$237.00
Bills receivable	600.00
Total cash assets	837.00
Total assets (as per books of the company)	\$769,237.00
LIABILITIES.	
Capital stock	\$769,000.00
Unfunded debt, viz.:	237.00
Dividends unpaid	\$237.00
Profit and loss balance	3,204.79
Total liabilities (as per books of the company)	\$772,441.79

* The Portsmouth & Dover Railroad is leased to the Eastern Railroad in New Hampshire at 6 per cent on \$769,000 per annum.

DESCRIPTION OF ROAD.	
Number of stations in New Hampshire on all roads operated by this company	5
Number of stations on all roads owned by this company	5
Same in New Hampshire	5
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards *	1
Aggregate length of same for single track 94 ft.	
Number of spans of stone bridges of 25 feet and upwards *	94
Number of spans of iron bridges of 25 feet and upwards *	7
Aggregate length of same for single track 620 ft.	
Number of spans of timber bridges of 25 feet and upwards *	620
Number of crossings of highways at grade *	10
“ “ “ over railroad	1
Number of highway bridges less than 18 feet above track	1
Number of crossings at which gates or flagmen are maintained	4
Number of crossings at which there are neither signals nor flagmen *	6
CAPITAL STOCK.	
Capital stock authorized by charter . . . \$769,000	
Capital stock authorized by votes of company 769,000	
Capital stock issued (number of shares, 7,690); amount paid in	\$769,000.00
Total amount paid in (as per books of the company)	769,000.00
Total number of stockholders 151	
Number of stockholders in New Hampshire . . . 140	
Amount of stock held in New Hampshire \$753,600	

NAMES AND RESIDENCES OF OFFICERS.

Frank Jones, *President*, Portsmouth, N. H.; George L. Treadwell, *Treasurer*, Portsmouth, N. H.; Calvin Page, *Clerk of Corporation*, Portsmouth, N. H.

* In New Hampshire, on miles of road owned.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Frank Jones, Daniel Marcy, Joseph A. Walker, George E. Hodgdon, Portsmouth, N. H.; Joseph D. Guppy, Frank A. Christie, George G. Lowell, Dover, N. H.

PROPER ADDRESS OF THE COMPANY.

PORTSMOUTH & DOVER RAILROAD,
PORTSMOUTH, N. H.

FRANK JONES, *President.*
GEORGE L. TREADWELL,
Treasurer.

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. June 21, 1890. Then personally appeared Frank Jones, president of the Portsmouth & Dover Railroad, and George L. Treadwell, its treasurer, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

CALVIN PAGE,
Justice of the Peace.

REPORT

OF THE

WORCESTER, NASHUA & ROCHESTER RAILROAD COMPANY *

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT.		
Total income †		\$187,500.00
Total expense (including taxes) †		1,277.68
Net income †		186,222.32
Interest accrued during year : †		65,132.45
On funded debt	\$53,687.50	
On other debt	11,444.95	
Dividends declared (4½ per cent) †		137,884.50
Balance for nine months (deficit) †		16,794.63
Balance at commencement of year (deficit)	\$233,296.56	
Add :		
Deficit for the year	22,392.85	
Paid on account of old claims	4,127.87	
Balance June 30, 1889 (deficit)		259,817.28
ANALYSIS OF EARNINGS.		
Rents for use of road		\$187,500.00
Total income from all sources		187,500.00

* The railroad and rolling stock of this company is operated under a lease to the Boston & Maine Railroad, and questions relating to the operation of the same will be included in their report.

† Answers to these questions are estimated at three fourths the amounts received and paid out during the year ending June 30, 1889.

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$4,138,584.99
Cost of equipment	415,336.03
Total permanent investments	\$4,553,921.02
Cash	\$2,502.07
Due from agents and companies	280.46
358 shares Worcester, Nashua & Rochester R. R. stock	35,300.00
Total cash assets	38,082.53
Profit and loss balance	259,817.28
Total assets (as per books of the company)	\$4,851,820.83
LIABILITIES.	
Capital stock	\$3,099,800.00
Funded debt	1,365,000.00
Unfunded debt, viz.:	387,020.83
Interest unpaid	\$6,500.00
Interest accrued on bonds not due	18,520.83
Notes payable	362,000.00
Total liabilities (as per books of the company)	\$4,851,820.83
<i>Present or Contingent Liabilities not Included in the Balance-Sheet.</i>	
Bonds guaranteed by this company, or a lien on its road *	565,000.00
DESCRIPTION OF ROAD.	
Main line of road from Worcester to Rochester	94.48 miles.
“ “ in New Hampshire	55.02 “
“ “ in Massachusetts	39.46 “
Double track on main line	18.13 “
Total road belonging to this company	94.48 “
Sidings and other tracks not above enumerated	29.47 “
Same in New Hampshire	13.22 “
Total length of track computed as single track	142.08 “
Same in New Hampshire	68.24 “
Total length of steel rails in tracks, not including steel-top rails	89.00 “
[Weight per yard, 58 to 60 lbs.]	

* These bonds were issued by the Nashua & Rochester Railroad, and are secured by a mortgage upon the Worcester Railroad, and are included in the funded debt of the Worcester, Nashua & Rochester Railroad Company.

BRIDGES.	
Number of trestle bridges of 25 feet length and upwards *	14
Aggregate length of same for single track	1,398.14 ft.
Number of spans of timber bridges of 25 feet and upwards *	15
Number of crossings of highways at grade *	98
" " " over railroad .	3
" " " under railroad .	2
Number of highway bridges 18 feet above track .	3
Number of highway bridges less than 18 feet above track .	2
Number of crossings at which gates or flagmen are maintained. †	
Number of crossings at which electric signals are maintained. †	
Number of crossings at which there are neither signals nor flagmen. *	
Number of railroad crossings at grade: *	3
Nashua & Lowell, at Nashua.	
Manchester & Lawrence.	
Portsmouth & Concord.	
CAPITAL STOCK.	
Capital stock authorized by charter	\$3,600,000
Capital stock authorized by votes of company	3,099,800
Capital stock issued (number of shares, 30,998); amount paid in	\$3,099,800.00
Total amount paid in (as per books of the company)	3,099,800.00
Total number of stockholders	820
Number of stockholders in New Hampshire	172
Amount of stock held in New Hampshire	\$504,500
Amount owned in New Hampshire, and held out of the State	463,400
DEBT.	
Funded debt, as follows:	
Mortgage bonds due April 1, 1893; rate of interest, 5 per cent	\$250,000.00
Interest paid on same during nine months	\$9,375.00
Mortgage bonds due February 1, 1895; rate of interest, 5 per cent	400,000.00

* In New Hampshire, on miles of road owned.

† Will be answered by the Boston & Maine Railroad.

Interest paid on same during nine months	\$15,000.00	
Mortgage bonds due April 1, 1894; rate of interest, 5 per cent		\$565,000.00
Interest paid on same during nine months	\$18,478.13	
Mortgage bonds due July 1, 1906; rate of interest, 4 per cent		150,000.00
Interest paid on same during nine months	\$4,500.00	
Total amount of funded debt		\$1,365,000.00

NAMES AND RESIDENCES OF OFFICERS.

James P. Cook, *President*, Salem, Mass.; Elijah B. Stoddard, *Auditor*, Worcester, Mass.; T. W. Hammond, *Treasurer*, Worcester, Mass.; T. W. Hammond, *Clerk of Corporation*, Worcester, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

James P. Cook, Salem, Mass.; Charles A. Sinclair, Frank Jones, Portsmouth, N. H.; George C. Lord, Newton, Mass.; George W. Armstrong, Brookline, Mass.; Elijah B. Stoddard, Worcester, Mass.; John A. Spalding, Frank A. McKean, Charles Holman, Nashua, N. H.

PROPER ADDRESS OF THE COMPANY.

THE WORCESTER, NASHUA & ROCHESTER RAILROAD
COMPANY,

WORCESTER, MASS.

J. P. COOK,
GEORGE W. ARMSTRONG,
E. B. STODDARD,
FRANK A. MCKEAN,
JOHN A. SPALDING,
Directors.
T. W. HAMMOND, *Treasurer.*

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH ss. August 6, 1890. Then personally appeared Frank A. McKean and John A. Spalding, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

Before me,

E. M. BOWMAN,

Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. July 28, 1890. Then personally appeared James P. Cook, George W. Armstrong, and T. W. Hammond, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

HENRY T. GOOLD,

Justice of the Peace.

WORCESTER ss. August 8, 1890. Then personally appeared Elijah B. Stoddard, and made oath to the truth of the foregoing statement, according to his best knowledge and belief.

J. STEWART BROWN,

Justice of the Peace.

REPORT

OF THE

CHESHIRE RAILROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$455,091.29
Total expense (including taxes)	318,302.51
Net income	136,788.78
Rentals:	38,250.00
Fitchburg R. R. for V. & M. Div.	\$38,250.00
Interest accrued during year:	24,000.00
On funded debt July, 1889	\$24,000.00
Dividends declared (3 per cent, January, 1889)	63,000.00
Balance for the year (surplus)	11,538.78
Balance at commencement of year	\$58,554.98
Deduct bal. Monadnock R. R. acct.	21,731.85
Balance at commencement of year as so changed	36,823.13
Balance June 30, 1889 (surplus)	48,361.91
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$35,212.75
From through passengers (to and from other roads over and beyond this road)	82,406.87
From express	5,625.00
From mails	7,125.08
From other sources, passenger department F. R. R. car service	5,625.00
Total earnings from passenger department	135,994.65
From local freight (all freight starting from or stopping at any station on this road) *	18,629.49
From through freight (to and from other roads over and beyond this road)	288,021.35

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

Total earnings from freight department . . .	\$306,650.81
Total transportation earnings	442,645.46
Income from all other sources, viz.:	12,445.83
Miscellaneous \$9,280.81	
Interest 3,165.02	
Total income from all sources	\$455,091.29

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	\$13,276.31
Legal expenses	1,381.04
Insurance	1,646.87
Stationery and printing	1,688.53
Outside agencies and advertising	3,760.37
Contingencies and miscellaneous	1,734.88
Repairs of bridges (including culverts and cattle-guards)	2,141.86
Repairs of buildings	8,286.94
Repairs of fences, road-crossings, and signs	857.36
Renewal of rails	3,243.38
[No. tons steel laid, 101.]	
Renewal of ties	8,484.01
[No. laid, 21,347.]	
Repairs of roadbed and track	33,857.09
Repairs of locomotives	18,676.95
Fuel for locomotives	74,017.98
[Tons of coal, 16,935; cords of wood, 248.]	
Water supply	533.59
Oil and waste	4,233.89
Locomotive service *	29,193.46
Repairs of passenger cars	9,012.13
Passenger-train service *	8,105.40
Passenger-train supplies	899.01
Mileage passenger cars †	3,068.56
Repairs of freight cars	18,593.56
Freight-train service *	21,255.88
Freight-train supplies	1,206.76
Mileage freight cars †	16,711.59
Telegraph expenses	2,988.30
Loss and damage, freight and baggage	98.98
Loss and damage, property and cattle	344.75
Personal injuries	2,121.00
Agents' and station service *	23,031.16
Station supplies	3,631.63
Total operating expenses	\$318,083.22
Taxes, local	219.29
Total operating expenses and taxes	\$318,302.51

* Salaries and wages.

† Debit balances.

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$2,410,863.90
Cost of equipment	335,996.32
Total permanent investments	\$2,746,860.22
Cash	\$49,891.33
Bills receivable	225,767.19
Due from agents and companies	33,578.25
Materials and supplies	95,323.92
Total cash assets	404,560.69
Total assets (as per books of the company)	\$3,151,420.91
LIABILITIES.	
Capital stock	\$2,153,300.00
Funded debt	800,000.00
Unfunded debt, viz.:	149,759.00
Interest unpaid (July, 1889, \$24,000)	\$24,600
Dividends unpaid	159
Notes payable	125,000
Profit and loss balance	48,961.91
Total liabilities (as per books of the company)	\$3,151,420.91
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	130,795
Freight-train mileage	291,842
Total revenue train mileage	422,637
Switching-train mileage	49,943
Other train mileage	14,012
Total train mileage	486,592
Number of season-ticket passengers *	5,034
Number of local passengers (including season)	71,972
Number of through passengers (to and from other roads going over and beyond this road)	64,750
Total number of passengers carried	136,722
Local passenger mileage (local passengers carried one mile)	1,260,289
Through passenger mileage (through passengers carried one mile)	2,709,312
Total passenger mileage	3,969,601
Number tons local freight	20,040
Number tons through freight (to and from other roads going over and beyond this road)	478,596

* Reckoning twelve passengers per week for time of each season ticket.

Total number tons freight carried	
Local freight mileage (tons local freight carried one mile)	498,636
Through freight mileage (tons through freight carried one mile) *	464,265
Total freight mileage	27,551,037
Average number of persons employed	28,015,302
	365
DESCRIPTION OF ROAD.	
Main line of road from Bellows Falls to Ashburnham Junction	53.62 miles.
Main line of road in New Hampshire	42.81 "
" " " " Massachusetts	10.81 "
Total road belonging to this company	53.62 "
Sidings and other tracks not above enumerated	17.29 "
Same in New Hampshire	14.12 "
Total length of track, computed as single track	70.91 "
Same in New Hampshire	56.93 "
Total length of steel rails in track, not including steel-top rails	53.62 "
[Weights per yard, 60 to 72 lbs.]	
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>	
Monadnock R. R., length	15.82 "
V. & M. Div., Fitchburg R. R., length	10.39 "
Total length of above roads	26.21 "
" " " " in New Hampshire	13.75 "
" " " " in Massachusetts	12.46 "
Total miles of road operated by this company	64.01 "
Total miles of road operated by this company in New Hampshire	42.81 "
Number of stations in New Hampshire on all roads operated by this company	14
Number of telegraph offices in same	10
Number of stations on all roads owned by this company	16
Same in New Hampshire	13
EQUIPMENT.	
Number of locomotives	31
Number of passenger cars	27
Number of baggage, mail, and express cars	11
Number of freight cars (basis of 8 wheels)	440
Number of other cars	66

* Carried to and from other roads.

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.....				1		1		1
Employés.....		1				1		3
Others.....								1

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

October 6, 1888.—Annie E. McIntyre, a passenger, in getting off the train while in motion at Marlborough, fell and was slightly injured.

November 24.—Fred E. Stanley, brakeman, fell from freight train near Surry Summit, not seriously injured.

GENERAL INFORMATION.

Maximum weight of locomotives in working order	48	tons.
Average " " " "	34	"
Maximum weight of tenders full of fuel and water	25	"
Average " " " "	19	"
Maximum weight of passenger cars . . .	20	"
Average " " " "	18	"
" " mail and baggage cars . . .	13½	"
" " 8-wheel box freight cars . . .	9½	"
" " 8-wheel platform cars . . .	7½	"
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender . . .	46½	feet.
Total length of heaviest engine and tender over all	55	"
Number of locomotives equipped with train brake .	8	
[Kind of brake, Westinghouse.]		
Number of cars equipped with train brake . . .	38	
[Kind of brake, Westinghouse.]		

Number of passenger cars with Miller platform and buffer	38
Number of miles of road operated by your company not furnished with telegraph facilities: From Peterborough, N. H., to Winchendon, Mass.	15 8-10
Charges for the transportation of company's supplies, at the rate of $\frac{1}{2}$ cent per ton per mile, are included in the earnings as reported for this road.	
BRIDGES.	
Number of spans of stone bridges of 25 feet and upwards *	1
Number of spans of iron bridges of 25 feet and upwards *	2
Number of spans of timber bridges of 25 feet and upwards *	11
Number of crossings of highways at grade *	33
" " " over railroad	6
" " " under railroad	5
Number of highway bridges 18 feet above track	8
Number of crossings at which gates or flagmen are maintained	2
Number of crossings at which there are neither signals nor flagmen *	31
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	3.500 cents.
Average rate of fare per mile received from passengers to and from other roads	3.100 "
Average rate of fare per mile for season-ticket passengers ‡	1.200 "
Average rate of fare per mile received from all passengers	2.800 "
Average rate of local freight per ton per mile †	0.500 "
Average rate of freight per ton per mile received from freight to and from other roads	1.450 "
Average rate of freight per ton per mile received from all freight	1.090 "
CAPITAL STOCK.	
Total amount paid in (as per books of the company)	\$2,153,300.00
Total number of stockholders	466
Number of stockholders in New Hampshire	39
Amount of stock held in New Hampshire	\$344,400

* In New Hampshire, on miles of road owned.

† Rates as per tariff.

‡ Reckoning twelve passengers per week for time of each season ticket.

DEBT.	
Funded debt, as follows:	
Bonds, due July 1, 1896; rate of interest, 6 per cent	\$250,000.00
Interest paid on same during nine months \$7,500.00	
Bonds due July 1, 1898; rate of interest, 6 per cent	550,000.00
Interest paid on same during nine months \$16,500.00	
Total amount of funded debt	\$800,000.00

NAMES AND RESIDENCES OF OFFICERS.

William A. Russell, *President*, Boston, Mass.; Edward C. Thayer, *Vice-President*, R. Stewart, *General Manager*, J. W. Dodge, *General Freight Agent*, F. H. Kingsbury, *General Passenger Agent*, F. H. Kingsbury, *Treasurer*, R. Stewart, *Clerk of Corporation*, Keene, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

William A. Russell, George W. Russell, H. W. Suter, William H. Hill, A. N. Burbank, Boston, Mass.; D. L. C. Ball, Edward C. Thayer, Keene, N. H.

PROPER ADDRESS OF THE COMPANY.

CHESHIRE RAILROAD COMPANY,

KEENE, N. H.

EDWARD C. THAYER,
Vice-President.
 F. H. KINGSBURY,
Treasurer.
 R. STEWART,
Clerk of Corporation.

STATE OF NEW HAMPSHIRE.

CHESHIRE ss. March 3, 1890. Then personally appeared Edward C. Thayer, R. Stewart, and F. H. Kingsbury and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

CLARK F. ROWELL,

Justice of the Peace.

REPORT OF THE LESSEES OF THE MONADNOCK RAIL- ROAD

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$23,644.25
Total expense (including taxes)	17,802.49
Net income	5,841.76
Rentals for use of road	9,000.00
Balance for the year (deficit)	3,158.24
Balance at commencement of year	\$18,281.13
Add deficit this year	3,158.24
Deduct charge to profit and loss acct. with Cheshire R. R.	21,439.27
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	3,207.62
From through passengers (to and from other roads over and beyond this road)	4,811.42
From express and extra baggage	750.00
From mails	531.63
Total earnings from passenger department	9,300.67
From local freight (all freight starting from or stopping at any station on this road) *	4,930.54
From through freight (to and from other roads over and beyond this road)	9,143.04
Total earnings from freight department	14,073.58
Total transportation earnings	23,374.25
Income from all other sources, viz.:	270.00
Miscellany	\$270.00
Total income from all sources	\$23,644.25

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$900.00
Stationery and printing	225.00
Outside agencies and advertising	20.00
Contingencies and miscellaneous	2.50
Repairs of bridges (including culverts and cattle-guards)	123.91
Repairs of buildings	89.87
Repairs of fences, road-crossings, and signs	213.87
Renewal of ties	983.25
Repairs of roadbed and track	5,056.12
Repairs of locomotives	394.26
Fuel for locomotives	3,155.74
[Tons of coal, 757.]	
Water supply	101.00
Oil and waste	228.15
Locomotive service *	1,236.35
Repairs of passenger cars	734.67
Passenger-train service *	557.50
Passenger-train supplies	90.12
Repairs of freight cars	69.94
Freight-train service *	824.44
Mileage freight cars †	601.33
Loss and damage, property and cattle	291.00
Agents' and station service *	1,841.15
Station supplies	42.32
Total operating expenses	\$17,782.49
Taxes, local	20.00
Total operating expenses and taxes	\$17,802.49
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	13,922
Freight-train mileage	6,660
Total revenue train mileage	19,982
Total train mileage	19,982
Number of local passengers (including season)	10,949
Number of through passengers (to and from other roads going over and beyond this road)	9,078
Total number of passengers carried	20,027
Local passenger mileage (local passengers carried one mile)	109,755
Through passenger mileage (through passengers carried one mile)	108,926
Total passenger mileage	218,681
Number tons local freight	3,733

* Salaries and wages.

† Debit balances.

Number tons through freight (to and from other roads going over and beyond this road) . . .	26,225
Total number tons freight carried . . .	29,958
Local freight mileage (tons local freight carried one mile) . . .	41,352
Through freight mileage (tons through freight carried one mile) * . . .	400,383
Total freight mileage . . .	441,735
Average number of persons employed . . .	25

DESCRIPTION OF ROAD.

Main line of road from Winchendon to Peterboro'	15.800 miles.
Main line of road in New Hampshire . . .	13.762 "
" " Massachusetts . . .	2.088 "
Total road belonging to this company . . .	15.800 "
Sidings and other tracks not above enumerated . . .	.700 "
Same in New Hampshire . . .	.700 "
Total length of track, computed as single track . . .	16.500 "
Same in New Hampshire . . .	14.462 "
Total length of steel rails in tracks, not including steel-top rails . . .	6 "
[Weight per yard, 60 lbs.]	

GENERAL INFORMATION.

Number of locomotives equipped with train brake . . .	1
[Kind of brake, Westinghouse.]	
Number of cars equipped with train brake . . .	2
[Kind of brake, Westinghouse.]	
Number of passenger cars with Miller platform and buffer . . .	1
Number of miles of road operated by this company not furnished with telegraph facilities: . . .	15.8 miles.
From Winchendon to Peterborough.	
Charges for the transportation of company's supplies at one half cent per ton per mile included in the earnings as reported for this road; amount carried very small.	

BRIDGES.

Number of crossings of highways at grade † . . .	1
--	---

* Carried to and from other roads. † In New Hampshire, on miles of road owned.

RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company *	4.000 cents.
Average rate of fare per mile received from passengers to and from other roads	4.400 "
Average rate of fare per mile received from all passengers	3.660 "
Average rate of local freight per ton per mile *	8.000 "
Average rate of freight per ton per mile received from freight to and from other roads	2.180 "
Average rate of freight per ton per mile received from all freight	3.500 "

EDWARD C. THAYER,
Vice-President.

F. H. KINGSBURY,
Treasurer.

R. STEWART,
Superintendent.

STATE OF NEW HAMPSHIRE.

CHESHIRE ss. March 3, 1890. Then personally appeared Edw. C. Thayer, R. Stewart, and F. H. Kingsbury, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

CLARK F. ROWELL,
Justice of the Peace.

* Rates as per tariff.

REPORT

OF THE

FITCHBURG RAILROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$4,166,365.88
Total expense (including taxes)	3,340,617.47
Net income	825,748.41
Rentals:	210,960.00
Vermont & Mass. R. R.	\$183,435
Boston & Albany R. R.	3,825
Boston & Maine R. R.	2,700
Cheshire Railroad	450
Southern Vermont R. R.	9,000
Troy & Bennington R. R.	11,550
Interest accrued during year:	578,724.22
On funded debt	\$576,948.08
On other debt	1,776.14
Balance for the year (surplus)	36,064.19
Balance at commencement of year	\$266,149
Deduct claim against old corporation paid	16,000
Balance at commencement of year as so changed	250,149.00
Balance June 30, 1889 (surplus)	286,213.19
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road)*	\$386,858.02
From through passengers (to and from other roads over and beyond this road)	265,905.16
From express and extra baggage	89,476.88
From mails	32,776.57

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

From other sources, passenger department . . .	\$19,905.11
Total earnings from passenger department . .	1,294,921.74
From local freight (all freight starting from or stopping at any station on this road)* . . .	749,002.26
From through freight (to and from other roads over and beyond this road)	1,878,085.84
From other sources, freight department	42,827.37
Total earnings from freight department . . .	2,669,915.47
Total transportation earnings	3,964,837.21
Rents for use of road	43,875.00
Income from all other sources, viz.:	157,653.67
Rent of property \$32,016.40	
Elevators, wharves, etc. 122,919.27	
Miscellaneous 2,718.00	
Total income from all sources	\$4,166,365.88

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	\$103,883.09
Legal expenses	20,828.53
Insurance	26,112.77
Stationery and printing	30,972.24
Outside agencies and advertising	55,172.01
Contingencies and miscellaneous	21,175.80
Repairs of bridges (including culverts and cattle- guards)	43,771.00
Repairs of buildings	105,309.82
Repairs of fences, road-crossings, and signs . .	14,187.34
Renewal of rails	34,114.10
Renewal of ties	97,163.80
Repairs of roadbed and track	329,846.52
Repairs of locomotives	188,458.54
Fuel for locomotives	417,228.32
Water supply	17,735.15
Oil and waste	19,211.53
Locomotive service †	360,417.81
Repairs of passenger cars	78,210.62
Passenger-train service †	109,134.07
Passenger-train supplies	13,371.33
Mileage passenger cars †	16,084.76
Repairs of freight cars	179,223.45
Freight-train service †	279,275.97
Freight-train supplies	12,965.71
Mileage freight cars †	70,710.69
Telegraph expenses	56,813.27
Loss and damage, freight and baggage	9,465.40
Loss and damage, property and cattle	1,859.60
Personal injuries	44,666.30

*Including freight to and from other roads starting from or stopping at stations on this road.

† Salaries and wages.

‡ Debit balances.

Agents' and station service *	\$408,325.83
Station supplies	86,123.11
Total operating expenses	\$3,201,818.48
Taxes, state }	
Taxes, local }	138,798.99
Total operating expenses and taxes .	\$3,340,617.47

PROPERTY ACCOUNTS: CHARGES AND CREDITS
DURING THE NINE MONTHS.

Grading and masonry	\$2,157.29
Superstructure, including rails	2,157.29
Passenger and freight stations, woodsheds, and water-stations	16,147.80
Purchase of other roads:	9,828.20
Troy & Greenfield R. R. and H. Tunnel	\$7,328.20
Boston, H. Tunnel & Western R. R.	2,500.00
Construction not apportioned:	290,865.41
Improvements on Worcester, Tunnel, and Western division	\$60,322.19
New freight yards	29,415.09
Shops, machinery, and tools	142,897.96
Docks and elevators	58,730.17
Total for construction	\$321,155.99
Locomotives	\$5,741.14
Passenger, mail, and baggage cars	8,506.85
Total for equipment	14,247.99
Other expenditures charged to property accounts:	868.75
Real estate	\$368.75
Total charges to property accounts	\$335,772.73
Net additions to property accounts for the nine months	335,772.73

BALANCE-SHEET, JUNE 30, 1889.

ASSETS.

Cost of road	\$32,741,185.20
Cost of equipment	3,539,896.99
Lands in Boston, Worcester, and on line of road	603,961.15
Bonds of Lancaster Railroad	26,420.55
Bonds of Boston, Barre & Gardner Railroad	90,600.00
Vermont & Massachusetts R. R. and improvements	1,482,677.94

*Salaries and wages.

Total permanent investments		\$38,484,741.83
Cash	\$370,200.72	
Bills receivable	109,265.00	
Due from agents and companies	859,660.05	
Materials and supplies	712,465.72	
Debit balances	546,876.00	
Total cash assets		2,598,467.49
Total assets (as per books of the company)		\$41,083,209.32
LIABILITIES.		
Capital stock		\$20,775,100.00
Funded debt		18,534,600.00
Unfunded debt, viz.:		1,487,296.13
Interest unpaid	\$12,785.00	
Accrued interest not due	229,927.33	
Dividends unpaid	6,202.40	
Accrued taxes not due	105,030.59	
Notes payable	300,000.00	
Accrued rentals not due	64,645.00	
Vouchers and accounts	768,705.81	
Profit and loss balance		286,213.19
Total liabilities (as per books of the company)		\$41,083,209.32
MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		1,440,122
Freight-train mileage		1,706,418
Total revenue train mileage		3,146,540
Switching-train mileage		883,708
Other train mileage		68,483
Total train mileage		4,098,731
Number of season-ticket passengers *		236,330
Number of local passengers (including season)		3,942,449
Number of through passengers (to and from other roads going over and beyond this road)		238,157
Total number of passengers carried		4,180,606
Local passenger mileage (local passengers carried one mile)		47,294,532
Through passenger mileage (through passengers carried one mile)		12,209,959
Total passenger mileage		59,504,491
Number tons local freight		685,869

* Reckoning twelve passengers per week for time of each season ticket.

Number tons through freight (to and from other roads going over and beyond this road) . . .	1,866,367
Total number tons freight carried	2,552,236
Local freight mileage (tons local freight carried one mile)	28,721,994
Through freight mileage (tons through freight carried one mile) *	228,435,560
Total freight mileage	257,157,554
Average number of persons employed	4,581

DESCRIPTION.

Main line of road from Boston to Fitchburg and from Greenfield to Troy and Rotterdam	189.96 miles.
Main line of road in New York	89.47 "
" " Vermont	6.49 "
" " Massachusetts	94.00 "
Double track on main line	100.56 "
Branches owned by the company, viz.:	
Ice track, Boston (double track) . . . . .	.68 "
Watertown (single track)	8.26 "
Marlborough (single track)	12.42 "
Peterborough & Shirley (single track)	23.62 "
Worcester (single track)	36.00 "
Ashburnham (single track)	2.59 "
Saratoga & Schuylerville (single track)	25.52 "
Total length of branches owned by company	109.09 "
Total length of branches owned by company in New Hampshire	9.47 "
Total length of branches owned by company in Massachusetts	74.10 "
Total length of branches owned by road in New York	25.52 "
Double track on branches . . . . .	.68 "
Total road belonging to this company	299.05 "
Sidings and other tracks not above enumerated	185.48 "
Total length of track, computed as single track	585.77 "
Total length of steel rails in tracks, not including steel-top rails	472.00 "
[Weights per yard, 60, 72, 76 lbs.]	
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>	
Vermont & Massachusetts R. R., length	56.00 miles.
Turner's Falls Branch of V. & M. R. R., length	2.80 "
Troy & Bennington R. R., length	5.04 "
Southern Vermont R. R., length	6.19 "

* Carried to and from other roads.

Total length of above roads	70.08 miles.
“ “ “ in Vermont	6.19 “
“ “ “ in Massachusetts	58.80 “
“ “ “ in New York	5.04 “
Total miles of road operated by this company	369.08 “
Total miles of road operated by this company in New Hampshire	9.47 “
Number of stations in New Hampshire on all roads operated by this company	3
Number of telegraph offices in same	1
Number of stations on all roads owned by this company	124
Same in New Hampshire	3

EQUIPMENT.

	Leased.	Owned.	Total.
Number of locomotives.....	8	171	179
Number of passenger cars.....	14	172	186
Number of baggage, mail, and express cars..	3	43	46
Number of freight cars (basis of 8 wheels)....	387	5,277½	5,644½
Number of other cars.....		316	316

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.....							1	7
Employés.....							16	89
Others.....							29	22

GENERAL INFORMATION.	
Maximum weight of locomotives in working order.	58 ³ / ₁ tons.
Average " " " " " "	39 "
Maximum weight of tenders full of fuel and water.	35 "
Average " " " " " "	26 ¹ / ₄ "
Maximum weight of passenger cars	23 "
Average " " " " " "	20 "
" " mail and baggage cars	18 "
" " 8-wheel box freight cars	10 "
" " 4-wheel " " " " " "	4 ¹ / ₂ "
" " 8-wheel platform cars	7 ¹ / ₂ "
" " 4-wheel " " " " " "	3 "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	46 ft. 9 in.
Total length of heaviest engine and tender over all.	57 " 9 "
Number of locomotives equipped with train brake.	129
[Kind of brake, Westinghouse.]	
Number of cars equipped with train brake . . .	742
[Kind of brake, Westinghouse.]	
Number of passenger cars with Miller platform and buffer	232
Number of miles of road operated by this company not furnished with telegraph facilities: . . .	2.59 miles.
From Ashburnham Junction to Ashburnham, 2.59	
BRIDGES.	
Number of spans of iron bridges of 25 feet and upwards *	6
Aggregate length of same for single track, 695 ft.	
Number of crossings of highways at grade * . . .	8
" " " " under railroad	2
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	1.98 cents.
Average rate of fare per mile received from passengers to and from other roads	2.17 "
Average rate of fare per mile for season-ticket passengers ‡ . . . .	.69 "
Average rate of fare per mile received from all passengers	1.94 "
Average rate of local freight per ton per mile † . .	2.7569 "
Average rate of freight per ton per mile received from freight to and from other roads . . . .	.8222 "
Average rate of freight per ton per mile received from all freight	1.0382 "

* In New Hampshire, on miles of road owned. † Rates as per tariff.
 ‡ Reckoning twelve passengers per week for time of each season ticket.

CAPITAL STOCK.	
Capital stock authorized by charter:	
For double track, per mile . . .	\$100,000
For single track, per mile . . .	70,000
For terminal at Boston . . .	3,000,000
Capital stock authorized by votes of company . . .	20,775,100
Capital stock issued (number of shares, 207,751); amount paid in . . .	\$20,775,100.00
Total amount paid in, as per books of the company	20,775,100.00
Total number of stockholders . . .	4,186
Number of stockholders in New Hampshire . . .	270
Amount of stock held in New Hampshire . . .	\$377,900
DEBT.	
Funded debt, as follows:	
Plain bonds due April 1, 1894; rate of interest, 7 per cent . . .	\$500,000.00
Interest paid on same during nine months . . .	\$35,000.00
Plain bonds due October 1, 1897; rate of interest, 6 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$30,000.00
Plain bonds due October 1, 1899; rate of interest, 5 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$25,000.00
Plain bonds due October 1, 1900; rate of interest, 5 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$25,000.00
Plain bonds due October 1, 1901; rate of interest, 5 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$25,000.00
Plain bonds due April 1, 1902; rate of interest, 5 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$25,000.00
Plain bonds due April 1, 1903; rate of interest, 5 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$25,000.00
Plain bonds due March 1, 1904; rate of interest, 4 per cent . . .	500,000.00
Interest paid on same during nine months . . .	\$20,000.00

Plain bonds due June 1, 1905; rate of interest, 4 per cent	\$500,000.00
Interest paid on same during nine months	\$20,000.00
Plain bonds due February 1, 1937; rate of interest, 8 per cent	5,000,000.00
Interest paid on same during nine months	\$150,000.00
Plain bonds due April 1, 1907; rate of interest, 4 per cent	1,500,000.00
Interest paid on same during nine months	\$52,733.33
Plain bonds due September 1, 1897; rate of interest, 4½ per cent	2,250,000.00
Interest paid on same during nine months	\$97,200.00
Plain bonds due May 1, 1908; rate of interest, 5 per cent	2,000,000.00
Interest paid on same during nine months	\$100,000.00
Plain bonds due March 1, 1899; rate of interest, 5 per cent	750,000.00
Interest paid on same during nine months	\$12,500.00
Boston, Barre & Gardner R. R. 1st mortgage bonds, due April 1, 1893; rate of interest, 7 per cent	91,300.00
Interest paid on same during nine months	\$6,391.00
Boston, Barre & Gardner R. R. 1st mortgage bonds, due April 1, 1893; rate of interest, 5 per cent	299,700.00
Interest paid on same during nine months	\$14,985.00
Boston, Barre & Gardner R. R. 2d mortgage bonds, due July 1, 1895; rate of interest, 3 per cent	186,300.00
Interest paid on same during nine months	\$5,589.00
Boston, Barre & Gardner R. R. 3d mortgage bonds, due July 1, 1895; rate of interest, 6 per cent	57,300.00
Interest paid on same during nine months	\$3,438.00
Ashburnham R. R. 1st mortgage bonds, due June 1, 1888; rate of interest, 6 per cent, matured and paid.	
Credited on same during nine months	\$30.00
Hoosac Tunnel Dock & Elevator Co.'s mortgage note, due April 1, 1892; rate of interest, 4 per cent	500,000.00

Interest paid on same during nine months	\$20,000.00	
Boston, Hoosac Tunnel & Western R. R. debenture bonds, due September 1, 1903; rate of interest, 5 per cent		\$1,400,000.00
Interest paid on same during nine months	\$70,000.00	
Total amount of funded debt		\$18,534,600.00

NAMES AND RESIDENCES OF OFFICERS.

Henry S. Marcy, *President*, Boston, Mass.; John Whitmore, *General Traffic Manager*, Boston, Mass.; C. S. Anthony, *Auditor*, Waltham, Mass.; John Adams, *General Superintendent*, Boston Mass.; C. L. Hartwell, *General Freight Agent*, Waltham, Mass.; J. R. Watson, *General Passenger Agent*, Boston, Mass.; D. A. Gleason, *Treasurer*, West Medford, Mass.; Thomas Whittemore, *Clerk of Corporation*, Cambridge, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Henry S. Marcy, Robert Codman, David P. Kimball, Boston Mass.; Rodney Wallace, Charles T. Crocker, Fitchburg, Mass.; W. H. Hollister, Augustus Kountze, W. S. Webb, New York; John Quincy Adams, Quincy, Mass.; James Renfrew, Jr., Adams, Mass.; Frederick L. Ames, Easton, Mass.; George Heywood, Concord, Mass.; Francis Smith, Rockland, Me.

PROPER ADDRESS OF THE COMPANY.

FITCHBURG RAILROAD COMPANY,
BOSTON, MASS.

H. S. MARCY,
C. T. CROCKER,
DAVID P. KIMBALL,
ROBERT CODMAN,
J. Q. ADAMS,
GEORGE HEYWOOD,
Directors.
DANIEL A. GLEASON,
Treasurer.
JOHN ADAMS,
Superintendent.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. BOSTON, February 21, 1890. Then personally appeared Messrs. H. S. Marcy, C. T. Crocker, David P. Kimball, Robert Codman, J. Q. Adams, George Heywood, Daniel A. Gleason, and John Adams and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

THOMAS WHITEMORE,

Justice of the Peace.

REPORT

OF THE

NORTHERN RAILROAD COMPANY *

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.		
Total income		\$156,146.32
Total expense (including taxes)		7,108.03
Net income		149,038.29
Dividends declared (3 per cent)		89,919.00
Balance for the year (surplus)		59,119.29
Balance at commencement of year	\$178,056.96	
Add amount transferred from Concord & Claremont (N. H.) R. R. for sums paid now refunded	2,549.97	
Balance at commencement of year as so changed		180,606.93
Balance June 30, 1889 (surplus)		239,726.22
ANALYSIS OF EARNINGS.		
Received under contract with Boston & Maine R. R.		\$118,815.00
Income from all other sources, viz.:		37,331.32
Balance of interest	\$37,264.26	
Miscellaneous	67.06	
Total income from all sources		\$156,146.32
BALANCE-SHEET, JUNE 30, 1889.		
ASSETS.		
Total permanent investments		\$3,068,400.00
Cash	\$41,064.21	
Bills receivable	871,044.77	
Concord & Claremont (N. H.) R. R.	254,245.72	
Stock of Northern Railroad	37,708.34	

* Description of road, mileage, traffic, etc, included in report of Boston & Maine R. R.

Mechanicks' Nat'l Bank . \$4,300.00		
Superintendent's dep't . 12,715.40		
Debit balances	\$17,015.40	\$1,221,078.44
Total assets (as per books of the company) .		\$4,289,478.44
LIABILITIES.		
Capital stock		\$3,068,400.00
Contingent fund		958,217.96
Unfunded debt, viz.:		23,134.26
Interest unpaid	\$33.00	
Dividends unpaid	23,101.26	
Profit and loss balances		239,726.22
Total liabilities (as per books of the company)		\$4,289,478.44
<i>Present or Contingent Liabilities not included in the Balance-sheet.</i>		
Bonds guaranteed by this company, or a lien on its road, viz. : Concord & Claremont (N. H.) R. R. 1st M't'ge 7s.		
CAPITAL STOCK.		
Capital stock authorized by charter	\$3,068,400	
Capital stock authorized by votes of company	3,068,400	
Capital stock issued (number of shares, 30,684) ; amount paid in		\$3,068,400.00
Total number of stockholders	1,990	
Number of stockholders in New Hampshire	798	
Amount of stock held in New Hampshire	\$787,400	

NAMES AND RESIDENCES OF OFFICERS.

Alvah W. Sulloway, *President*; George E. Todd, *Superintendent*; George A. Kettell, *Treasurer*; William L. Foster, *Clerk of Corporation*.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Alvah W. Sulloway, George W. Nesmith, Franklin, N. H. ; Josiah H. Benton, Jr., Benjamin P. Cheney, Silas Pierce, Uriel H. Crocker, Boston, Mass. ; George E. Todd, Concord, N. H.

PROPER ADDRESS OF THE COMPANY.

NORTHERN RAILROAD,

CONCORD, N. H.

Treasurer's Office, 28 STATE STREET, BOSTON, MASS.

A. W. SULLOWAY, *President.*

GEORGE A. KETTEL,

Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. February 12, 1890. Then personally appeared the above-named A. W. Sulloway, president, and George A. Kettell, treasurer, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

WILLIAM H. H. ANDREWS,

Notary Public.

REPORT
OF THE
CONCORD & CLAREMONT (N. H.) RAIL-
ROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$26,250.00
Interest accrued during year:	26,250.00
On funded debt	\$26,250.00
Balance at commencement of year	8,012.80
Deduct sums heretofore paid by Northern R. R. now transferred	2,549.97
Balance June 30, 1889 (surplus)	5,462.83
ANALYSIS OF EARNINGS.	
Total income from all sources	\$26,250.00
ANALYSIS OF EXPENSES.	
Embraced in the Boston & Maine R. R. returns.	
BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Total permanent investments	\$1,131,206.38
Cash	\$61,571.40
Total cash assets	61,571.40
Total assets (as per books of the company)	\$1,192,777.78
LIABILITIES.	
Capital stock	\$412,400.00
Funded debt	500,000.00

Unfunded debt, viz.:		\$274,914.95
Interest due July 1, 1889	\$17,500.00	
Coupons unpaid	175.00	
Northern R. R.	254,245.72	
Superintendent's department	2,994.23	
Profit and loss balance		5,462.83
Total liabilities (as per books of the company)		\$1,192,777.78

MILEAGE, TRAFFIC, ETC.

Embraced in Boston & Maine R. R. returns.

CAPITAL STOCK.

Capital stock authorized by votes of company	\$412,400	
Capital stock issued (number of shares, 4,124); amount paid in		\$412,400.00
Total number of stockholders	11	
Number of stockholders in New Hampshire	11	
Amount of stock held in New Hampshire	\$412,400	

DEBT.

Funded debt, as follows:		
Bonds due January 1, 1894; rate of interest, 7 per cent		\$500,000.00
Interest paid on same during nine months	\$26,250	
Total amount of funded debt		500,000.00

NAMES AND RESIDENCES OF OFFICERS.

Dexter Richards, *President*; George E. Todd, *Superintendent*; George A. Kettell, *Treasurer*; Daniel Barnard, *Clerk of Corporation*.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Dexter Richards, Newport, N. H.; D. W. Johnson, Claremont, N. H.; Charles O. Stearns, Josiah H. Benton, Jr., Boston, Mass.; George E. Todd, Concord, N. H.; Alvah W. Sulloway, Franklin, N. H.; Augustus E. Scott, Lexington, Mass.

PROPER ADDRESS OF THE COMPANY.

CONCORD & CLAREMONT (N. H.) RAILROAD,

CONCORD, N. H.

Treasurer's Office, BOSTON, Mass.

A. W. SULLOWAY,

Director.

GEORGE A. KETTELL,

Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. February 12, 1890. Then personally appeared A. W. Sulloway, president, and George A. Kettell, treasurer, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

WILLIAM H. H. ANDREWS,

Notary Public.

REPORT

OF THE

PORTLAND & ROCHESTER RAILROAD

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$148,863.49
Total expense (including taxes)	129,836.25
Net income	19,027.24
Dividends declared (3 per cent)	17,762.11
Balance for nine months	1,265.13
Balance at commencement of year	82,766.26
Balance June 30, 1889	84,031.39

ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road)*	\$56,717.86
From through passengers (to and from other roads over and beyond this road)	
From express	2,124.86
From mails	5,178.72
Total earnings from passenger department	64,021.44
From local freight (all freight starting from or stopping at any station on this road)*	83,735.24
From through freight (to and from other roads over and beyond this road)	
From other sources, freight department	247.83
Total earnings from freight department	83,983.07
Income from all other sources, viz.:	858.98
Rents \$858.98	
Total income from all sources	\$148,863.49

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$5,100.00
Legal expenses	303.50
Insurance	677.32
Stationery and printing }	1,538.46
Outside agencies and advertising }	
Contingences and miscellaneous	6,396.81
Repairs of bridges (including culverts and cattle-guards)	2,634.74
Repairs of buildings	3,359.01
Repairs of fences, road-crossings, and signs	1,553.51
Renewal of rails	3,013.89
[No. tons steel laid, 91.7.]	
Renewal of ties	2,022.72
[No. laid, 6,946.]	
Repairs of roadbed and track	20,364.99
Repairs of locomotives	11,237.06
Fuel for locomotives	15,653.57
Water supply	708.25
Oil and waste	1,757.34
Locomotive service*	8,118.83
Repairs of passenger cars	5,731.59
New passenger cars	5,372.75
Passenger-train service*	4,609.12
Passenger-train supplies	296.82
Repairs of freight cars	7,455.23
Freight-train service*	6,792.67
Freight-train supplies	104.99
Telegraph expenses	616.41
Loss and damage, freight and baggage	34.34
Personal injuries	1,480.75
Agents' and station service*	5,908.31
Station supplies	780.36
Cross tenders, watchmen, and switchmen	5,492.37
Total operating expenses	\$129,115.71
Taxes, local	720.54
Total operating expenses and taxes	\$129,836.25

BALANCE-SHEET, JUNE 30, 1889.

ASSETS.	
Cost of road and equipment	\$592,070.45
Lands in Portland	45,601.44
Lands in Gorham	2,286.00
Lands in Alfred	800.00

* Salaries and wages. † Debit balances.

Lands in Wentworth	\$2,450.00	
Total permanent investments		\$643,207.89
Cash	\$26,152.88	
Bills receivable	250.00	
Due from agents and companies	708.17	
Materials and supplies	15,282.90	
Total cash assets		42,393.95
Improvement account		8,000.00
Total assets (as per books of the company)		\$693,601.84
LIABILITIES.		
Capital stock		\$592,070.45
Unfunded debt, viz. :		17,500.00
Notes payable	\$17,500.00	
Profit and loss balance		84,031.39
Total liabilities (as per books of the company)		\$693,601.84
MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		86,048
Freight-train mileage		48,437
Total revenue train mileage		134,485
Switching-train mileage		22,423
Other train mileage		12,460
Total train mileage		169,368
Number of season-ticket passengers *	33,150	
Number of local passengers (including season)		173,367
Number of through passengers (to and from other roads going over and beyond this road)		13,596
Total number of passengers carried		186,963
Local passenger mileage (local passengers carried one mile)		1,548,739
Through passenger mileage (through passengers carried one mile)		373,460
Total passenger mileage		1,922,199
Number tons local freight		48,771
Number tons through freight (to and from other roads going over and beyond this road)		50,389
Total number tons freight carried		99,160
Local freight mileage (tons local freight carried one mile)		1,289,426
Through freight mileage (tons through freight carried one mile)†		2,128,435
Total freight mileage		3,417,861
Average number of persons employed		175

* Reckoning twelve passengers per week for time of each season ticket.

† Carried to and from other roads.

DESCRIPTION OF ROAD.	
Main line of road from Portland, Me., to Rochester, N. H.	52.50 miles.
Main line of road in New Hampshire	3.50 "
" " Maine	49.00 "
Sidings and other tracks not above enumerated	13.06 "
Same in New Hampshire	1.50 "
Total length of track, computed as single track	65.56 "
Same in New Hampshire	5.00 "
Total length of steel rail in tracks, not including steel-top rails	52.50 "
[Weights per yard, 56 lbs.]	
Number of stations in New Hampshire on all roads operated by this company	2
Number of telegraph offices in same	2
Number of stations on all roads owned by this company	17
Same in New Hampshire	1
EQUIPMENT.	
Number of locomotives	9
Number of passenger cars	10
Number of baggage, mail, and express cars	7
Number of freight cars (basis of 8 wheels)	240
Number of other cars	25
GENERAL INFORMATION.	
Maximum weight of locomotives in working order	43 tons.
Average " " " " " "	33 "
Maximum weight of tenders full of fuel and water	18 "
Average " " " " " "	14 "
Maximum weight of passenger cars	28½ "
Average " " " " " "	25 "
" " of mail and baggage cars	13 "
" " of 8-wheel box freight cars	9 "
" " of 8-wheel platform cars	7½ "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	42½ feet.
Total length of heaviest engine and tender over all	50½ "
Number of locomotives equipped with train brake	6
[Kind of brake, Westinghouse automatic.]	
Number of cars equipped with train brake	13
[Kind of brake, Westinghouse automatic.]	
Number of passenger cars with Miller platform and buffer	11

RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company *	3.058 cents.
Average rate of fare per mile received from passengers to and from other roads	2.930 "
Average rate of fare per mile for season-ticket passengers †	1.058 "
Average rate of fare per mile received from all passengers	2.808 "
Average rate of local freight per ton per mile *	4.408 "
Average rate of freight per ton per mile received from freight to and from other roads	1.887 "
CAPITAL STOCK.	
Capital stock authorized by charter . . \$600,000	
Capital stock paid in on shares not issued (number shares, 5,917).	
Total amount paid in (as per books of the company)	\$592,070.45
Total number of stockholders 95	
Number of stockholders in New Hampshire . . 8	
Amount of stock held in New Hampshire \$1,100	

NAMES AND RESIDENCES OF OFFICERS.

George P. Wescott, *President*, Portland, Me.; Joseph W. Peters, *Superintendent, General Freight Agent, and General Passenger Agent*, Portland, Me.; William H. Conant, *Treasurer and Clerk of Corporation*, Portland, Me.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

George P. Wescott, Nathan Webb, William L. Putnam, C. McCarthy, Jr., J. P. Baxter, Portland, Me.; I. S. Ricker, Deering, N. H.; George C. Lord, Newton, Mass.; Arthur Sewall, Bath, Me.; Stephen J. Young, Brunswick, Me.

PROPER ADDRESS OF THE COMPANY.

PORTLAND & ROCHESTER RAILROAD,

PORTLAND, ME.

* Rates as per tariff.

† Reckoning twelve passengers per week for time of each season ticket.

WILLIAM H. CONANT,
Treasurer.

J. W. PETERS,
Superintendent.

STATE OF MAINE.

CUMBERLAND ss. February 11, 1890. Then personally appeared William H. Conant and J. W. Peters above named, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

F. M. RAY,
Justice of the Peace.

REPORT

OF THE

PETERBOROUGH RAILROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$17,874.76
Total expense (including taxes)	218.70
Net income	17,656.06
Rentals:	17,849.82
Boston & Maine R. R.	\$17,849.82
Interest accrued during nine months:	30.00
On unfunded debt	\$30.00
Dividends declared (6 per cent)	23,100.00
Balance for nine months (deficit)	5,473.94
Balance at commencement of year	\$12,471.21
Deduct floating debt	1,000.00
Balance at commencement of year as so changed	11,471.21
Balance June 30, 1889	5,997.27
ANALYSIS OF EARNINGS.	
Rents for use of road	\$17,849.82
Income from all other sources, viz.:	24.94
Interest on deposits	\$24.94
Total income from all sources	\$17,874.76
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$75.00
Contingencies and miscellaneous	143.70

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road	\$592,494.00
Total permanent investments	\$592,494.00
Cash	\$6,150.27
Debit balances	45,993.02
Total cash assets	52,143.29
Total assets (as per books of the company)	\$644,637.29
LIABILITIES.	
Capital stock	\$385,000.00
Unfunded debt, viz.:	153.00
Dividends unpaid	\$153.00
Profit and loss balance	259,484.29
Total liabilities (as per books of the company)	\$644,637.29
<i>Present or Contingent Liabilities not included in the Balance-sheet.</i>	
Due Boston & Maine R. R. on account	\$2,700.00
Total (not included in balance-sheet)	\$2,700.00
DESCRIPTION OF ROAD.	
Main line of road from Wilton to Greenfield	10.50 miles.
Main line of road in New Hampshire	10.50 "
CAPITAL STOCK.	
Capital stock authorized by charter	\$600,000
Capital stock authorized by votes of company	600,000
Capital stock issued (number of shares, 3,850); amount paid in	\$385,000.00
Total amount paid in (as per books of the company)	385,000.00
Total number of stockholders	287
Number of stockholders in New Hampshire	258
Amount of stock held in New Hampshire	\$258,200
DEBT.	
Total amount of funded debt	\$385,000.00

NAMES AND RESIDENCES OF OFFICERS.

Edward Spalding, *President*, Nashua, N. H.; G. C. Shattuck, *Treasurer*, Nashua, N. H.; H. W. Ramsdell, *Clerk of Corporation*, Nashua, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Edward Spalding, George A. Ramsdell, Virgil C. Gilman, Nashua, N. H.; George H. Ball, S. A. B. Abbott, Boston, Mass.; C. E. A. Bartlett, Lowell, Mass.; Thomas B. Eaton, Worcester, Mass.

PROPER ADDRESS OF THE COMPANY.

PETERBOROUGH RAILROAD.

Treasurer's Office, NASHUA, N. H.

EDWARD SPALDING,
President.
G. C. SHATTUCK,
Treasurer.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH ss. June 27, 1890. Then personally appeared E. Spalding and G. C. Shattuck, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

G. F. ANDREW,
Justice of the Peace.

REPORT OF THE SULLIVAN COUNTY RAILROAD COM- PANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$158,877.44
Total expense (including taxes)	117,270.33
Net income	41,607.11
Rentals :	2,700.00
Central Vermont Railroad Company	\$2,700.00
Interest accrued during year :	7,558.78
On unfunded debt	\$7,558.78
Dividends declared (8 per cent)	20,000.00
Balance for nine months (surplus)	11,948.33
Balance at commencement of year	39,508.54
Balance June 30, 1889 (surplus)	50,856.87
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$13,950.51
From through passengers (to and from other roads over and beyond this road)	34,783.74
From express	2,730.00
From mails	3,699.54
Total earnings from passenger department	55,163.79
From local freight (all freight starting from or stopping at any station on this road) *	6,519.76
From through freight (to and from other roads over and beyond this road)	97,038.64
Total earnings from freight department	103,558.40
Total transportation earnings	158,722.19
Income from all other sources, viz.:	155.25
Rents from real estate	\$155.25
Total income from all sources	\$158,877.44

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$5,147.93
Legal expenses	444.17
Insurance	312.90
Stationery and printing	694.91
Outside agencies and advertising	166.82
Contingencies and miscellaneous	91.16
Repairs of bridges (including culverts and cattle-guards)	1,870.18
Repairs of buildings	2,401.64
Repairs of fences, road-crossings, and signs	806.22
Renewal of rails	2,875.19
[No. tons steel laid, 140.]	
Renewal of ties	5,646.90
[No. laid, 13,836.]	
Repairs of roadbed and track	13,015.02
Repairs of locomotives	4,973.03
Fuel for locomotives	17,888.24
[Tons of coal, 4,021.]	
Water supply	1,050.77
Oil and waste	784.22
Locomotive service *	10,085.35
Repairs of passenger cars	483.84
Passenger-train service *	1,911.47
Passenger-train supplies	36.95
Mileage passenger cars †	5,161.14
Repairs of freight cars	4,552.99
Freight-train service *	7,617.68
Freight-train supplies	67.03
Mileage freight cars †	12,346.50
Telegraph expenses	417.00
Agents' and station service *	9,853.30
Station supplies	453.50
Total operating expenses	\$110,506.05
Taxes, state, for 12 months	6,727.66
Taxes, local	36.62
Total operating expenses and taxes	\$117,270.33
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Grading and masonry	\$6.41
Total for construction	\$6.41
Locomotives	2,369.08
Total charges to property accounts	\$2,375.49
Net addition to property accounts for the year	2,375.49

* Salaries and wages.

† Debit balances.

BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road and other real estate	\$692,889.30
Cost of equipment	35,307.10
Total permanent investments	\$728,196.40
Due from agents and companies	\$283.56
Total cash assets	283.56
Profit and loss balance	186.71
Total assets (as per books of the company)	\$728,666.67
LIABILITIES.	
Capital stock	\$500,000.00
Unfunded debt, viz.:	177,809.80
Notes payable	\$25,000.00
Vouchers and accounts	152,809.80
Profit and loss balance (income account)	50,856.87
Total liabilities (as per books of the company)	\$728,666.67
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	49,028
Freight-train mileage	76,139
Total revenue train mileage	125,167
Switching-train mileage	21,903
Other train mileage	5,102
Total train mileage	152,172
Number of local passengers (including season)	32,209
Number of through passengers (to and from other roads going over and beyond this road)	58,089
Total number of passengers carried	90,298
Local passenger mileage (local passengers carried one mile)	460,813
Through passenger mileage (through passengers carried one mile)	1,278,240
Total passenger mileage	1,739,053
Number tons local freight	7,203
Number tons through freight (to and from other roads going over and beyond this road)	469,464
Total number tons freight carried	476,667
Local freight mileage (tons local freight carried one mile)	127,213

Through freight mileage (tons through freight carried one mile) *	11,950,989
Total freight mileage	12,078,202
Average number of persons employed	109
DESCRIPTION OF ROAD.	
Main line of road from Bellows Falls, Vt., to Windsor, Vt.	26.000 miles.
Main line of road in New Hampshire	25.81 "
Main line of road in Vermont . . . . .	.19 "
Double track on main line	8.681 + "
Same in New Hampshire	8.681 + "
Total road belonging to this company	26.00 "
Sidings and other tracks not above enumerated	5.25 "
Same in New Hampshire	5.25 "
Total length of track computed as single track	39.931 "
Same in New Hampshire	39.741 "
Total length of steel rails in tracks, not including steel-top rails	38.984 + "
[Weights per yard, 56 and 66 lbs.]	
Total miles of road operated by this company	26.00 "
Total miles of road operated by this company in New Hampshire	25.81 "
Number of stations in New Hampshire on all roads operated by this company	6
Number of telegraph offices in same	5
Number of stations on all roads owned by this company	8
Same in New Hampshire	6
EQUIPMENT.	
Number of locomotives leased	10

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers								
Employees				1		1		1
Others								

* Carried to and from other roads.

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

October 8, 1888.— William Blake, brakeman on No. 73 way-freight, lost three fingers of one hand coupling cars at North Walpole, N. H.

BRIDGES.	
Number of spans of stone bridges of 25 feet and upwards *	1
Aggregate length of same for single track 26 ft.	
Number of spans of iron bridges of 25 feet and upwards *	4
Aggregate length of same for single track 639 ft.	
Number of spans of timber bridges of 25 feet and upwards *	8
Aggregate length of same for single track, 1,174 ft.	
Number of crossings of highways at grade *	29
“ “ “ over railroad .	2
“ “ “ under railroad .	3
Number of highway bridges 18 feet above track .	2
Number of crossings at which there are neither signals nor flagmen *	29
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	3.027 cents.
Average rate of fare per mile received from passengers to and from other roads .	2.721 “
Average rate of fare per mile received from all passengers	2.800 “
Average rate of local freight per ton per mile †	5.125 “
Average rate of freight per ton per mile received from freight to and from other roads .	.811 “
Average rate of freight per ton per mile received from all freight .	.857 “
CAPITAL STOCK.	
Capital stock authorized by charter . . . \$500,000	
Capital stock authorized by votes of company 500,000	
Capital stock issued (number of shares, 5,000); amount paid in	\$500,000.00
Total number of stockholders 9	

* On miles of road owned in New Hampshire.

† Rates as per tariff.

NAMES AND RESIDENCES OF OFFICERS.

A. B. Harris, *President*, Boston, Mass. ; W. H. Wilson, *Auditor*, Springfield, Mass. ; J. Mulligan, *Superintendent*, Springfield, Mass. ; H. E. Howard, *General Freight Agent*, Springfield, Mass. ; E. C. Watson, *General Ticket Agent*, Springfield, Mass. ; E. F. Lane, *Treasurer*, Keene, N. H. ; J. H. Albin, *Clerk of Corporation*, Concord, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

A. B. Harris, Boston, Mass. ; H. C. Robinson, Hartford, Conn. ; Frederick Billings, Woodstock, Vt. ; J. H. Williams, Bellows Falls, Vt. ; C. J. Amidon, Hinsdale, N. H. ; J. H. Albin, Concord, N. H. ; N. E. Martin, Concord, N. H.

PROPER ADDRESS OF THE COMPANY.

THE SULLIVAN COUNTY RAILROAD COMPANY,

45 BROADWAY, NEW YORK.

A. B. HARRIS, *President*.

J. H. ALBIN,

NATHANIEL E. MARTIN,

Directors.

E. F. LANE, *Treasurer*.

J. MULLIGAN, *Superintendent*.

STATE OF NEW HAMPSHIRE.

MERRIMACK ss. July 2, 1890. Then personally appeared the above named John H. Albin and Nathaniel Martin and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

BENJAMIN F. TUCKER,

Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

HAMPDEN SS. SPRINGFIELD, July 1, 1890. Then personally appeared J. Mulligan, superintendent, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

GEORGE E. FRINK,
Justice of the Peace.

STATE OF NEW HAMPSHIRE.

CHESHIRE SS. July 7, 1890. Then personally appeared the above named E. F. Lane and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

Before me,

J. R. BEAL,
Justice of the Peace.

REPORT

OF THE

UPPER COÖS RAILROAD COMPANY

FOR THE SIX MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR SIX MONTHS.	
Total income	\$22,929.31
Total expense (including taxes)	15,170.22
Net income	7,759.09
Interest accrued during six months	10,500.00
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$7,049.72
From express and extra baggage	171.07
From mails	462.80
Total earnings from passenger department	7,683.59
From local freight (all freight starting from or stopping at any station on this road) *	12,740.60
From other sources freight department	2,331.60
Total earnings from freight department	15,072.20
Income from all other sources	173.52
Total income from all sources	\$22,929.31
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$1,250.00
Insurance	264.13
Stationery and printing	157.75
Outside agencies and advertising	27.50
Contingencies and miscellaneous	590.36
Repairs of roadbed and track	2,959.60
Repairs of locomotives	2,447.17

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

Fuel for locomotives	\$1,263.60
Oil and waste	247.67
Locomotive service *	1,157.94
Repairs of passenger cars	2,791.93
Passenger-train service *	459.16
Passenger-train supplies	82.55
Repairs of freight cars	319.72
Freight-train service *	263.66
Freight-train supplies	95.71
Telegraph expenses	48.00
Loss and damage, freight and baggage	32.31
Agents' and station service *	511.73
Station supplies	199.73
Total operating expenses	\$15,170.22
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Grading and masonry	\$305.80
Bridging	252.25
Land, land damages, and fences	398.96
Passenger and freight stations, wood-sheds and water-stations	265.10
Engine-houses, car-sheds, and turn-tables	290.14
Total for construction	\$1,512.25
BALANCE-SHEET, JUNE 30, 1889.	
ASSETS.	
Cost of road and equipment	\$700,000.00
Total permanent investments	\$700,000.00
Cash	\$2,470.21
Bills receivable	9,231.87
Due from agents and companies	133.44
Materials and supplies	88,126.36
Total cash assets	99,961.88
Profit and loss balance	20.00
Total assets (as per books of the company)	\$799,981.88
LIABILITIES.	
Capital stock	\$350,000.00
Funded debt, bonds	350,000.00
Unfunded debt, viz.:	99,981.88
Interest unpaid	\$36,750.00
Vouchers and accounts	63,231.88
Total liabilities (as per books of the company)	\$799,981.88

* Salaries and wages.

MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	13,104
Freight-train mileage	6,552
Total revenue train mileage	19,656
Total train mileage	19,656
Number of local passengers (including season)	11,114
Total number of passengers carried	11,114
Local passenger mileage (local passengers carried one mile)	146,869
Total passenger mileage	146,869
Number tons local freight	17,887
Total number tons freight carried	17,887
Local freight mileage (tons local freight carried one mile)	236,336
Total freight mileage	236,336
Average number of persons employed	36
DESCRIPTION OF ROAD.	
Main line of road from Coös, N. H., to Beecher Falls, Vt.	22.60 miles.
Main line of road in New Hampshire	20.70 "
" " in Vermont	1.90 "
Total road belonging to this company	22.60 "
Sidings and other tracks not above enumerated . . . . .	.20 "
Same in New Hampshire . . . . .	.20 "
Total length of track computed as single track	22.80 "
Same in New Hampshire	20.70 "
Total length of steel rails in tracks, not including steel-top rails	22.80 "
[Weights per yard, 56 lbs.]	
Total miles of road operated by this company	22.90 "
Total miles of road operated by this company in New Hampshire	20.70 "
Number of stations in New Hampshire on all roads operated by this company	3
Number of telegraph offices in same	3
Number of stations on all roads owned by this company	4
Same in New Hampshire	3
EQUIPMENT.	
Number of locomotives	3
Number of passenger cars	4
Number of freight cars	200

GENERAL INFORMATION.	
Maximum weight of locomotives in working order	125 tons.
Average " " " "	41½ "
" " 8-wheel box freight cars	20,000 lbs.
" " 8-wheel platform cars	18,000 "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	50 feet.
Number of locomotives equipped with train brake . [Kind of brake, Westinghouse.]	1
Number of cars equipped with train brake . [Kind of brake, Westinghouse.]	4
Number of passenger cars with Miller platform and buffer	4
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards *	4
Aggregate length of same for single track	494 ft.
Number of spans of timber bridges of 25 feet and upwards *	5
Number of crossings of highways at grade * . . .	8
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	4.080 cents.
Average rate of fare per mile received from passengers to and from other roads	4.080 "
Average rate of fare per mile received from all passengers	4.080 "
Average rate of local freight per ton per mile †	71.220 "
Average rate of freight per ton per mile received from all freight	71.220 "
CAPITAL STOCK.	
Capital stock authorized by charter	\$400,000
Capital stock authorized by votes of company	350,000
Total number of stockholders	7
Number of stockholders in New Hampshire	4
Amount of stock held in New Hampshire	\$233,400

* In New Hampshire, on miles of road owned.

† Rates as per tariff.

DEBT.	
Funded debt, as follows :	
Bonds due 1917 ; rate of interest, 6 per cent .	\$350,000.00

NAMES AND RESIDENCES OF OFFICERS.

George Van Dyke, *President*, Lancaster, N. H. ; E. G. Sweatt, *General Manager*, Woonsocket, R. I. ; A. W. Waldron, *Auditor*, Coos, N. H. ; James Twohey, *Superintendent and Acting General Freight Agent*, Coos, N. H. ; A. W. Waldron, *Acting General Passenger Agent*, Coos, N. H. ; James P. Cook, *Treasurer*, Salem, Mass. ; C. B. Jordan, *Clerk of Corporation*, Lancaster, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

George Van Dyke, I. W. Drew, Lancaster, N. H. ; Frank Jones, Charles A. Sinclair, Portsmouth, N. H. ; James P. Cook, Salem, Mass. ; E. G. Sweatt, Woonsocket, R. I. ; Charles Howard, Providence, R. I.

PROPER ADDRESS OF THE COMPANY.

UPPER COÖS RAILROAD,

Coos, N. H.

GEORGE VAN DYKE,
President.
GEORGE VAN DYKE,
JAMES P. COOK,
CHAS. A. SINCLAIR,
CHARLES HOWARD,
Directors.
JAMES P. COOK,
Treasurer.

REPORT

OF THE

MAINE CENTRAL RAILROAD COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

GENERAL EXHIBIT FOR NINE MONTHS.	
Total income	\$2,647,472.61
Total expense (including taxes)	1,823,574.29
Net income	823,898.32
Rentals:	173,903.22
Belfast & Moosehead Lake R. R.	\$27,000.00
Dexter & Newport R. R.	13,500.00
European & North American R. R.	94,124.97
Eastern Maine R. R.	7,125.03
Portland & Ogdensburg R. R.	32,153.22
Interest accrued during year:	600,464.58
On funded debt	\$596,601.91
On other debt	3,862.67
Dividends declared (3 per cent)	107,808.00
Balance for the year (deficit)	58,277.48
Balance at commencement of year	\$353,054.11
Add:	
Premium on bonds sold	12,500.00
Interest on sinking fund	1,366.38
Balance at commencement of year as so changed	366,920.49
Balance June 30, 1889 (surplus)	308,643.01
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$577,609.47
From through passengers (to and from other roads over and beyond this road)	448,841.18
From express and extra baggage	54,253.07
From mails	83,500.83

*Including passengers to and from other roads starting from or stopping at stations on this road.

Total earnings from passenger department	\$1,164,204.55
From local freight (all freight starting from and stopping at any station on this road) *	748,168.17
From through freight (to and from other roads over and beyond this road)	733,116.56
Total earnings from freight department	1,481,284.73
Total transportation earnings	2,645,489.28
Rents for use of roads	1,983.33
Total income from all sources	\$2,647,472.61
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$49,715.75
Legal expenses	4,331.23
Insurance	6,275.00
Stationery and printing	7,454.94
Outside agencies and advertising	6,575.41
Contingencies and miscellaneous	80,157.61
Repairs of bridges (including culverts and cattle-guards)	31,435.26
New bridges	39,395.83
Repairs of buildings	85,517.88
Repairs of fences, road-crossings, and signs	22,071.31
Renewal of rails	39,775.97
Renewal of ties	43,991.09
Repairs of roadbed and track	273,134.02
Repairs of locomotives	97,727.77
New locomotives	53,684.61
Fuel for locomotives	207,563.99
Water supply	7,616.17
Oil and waste	10,377.15
Locomotive service †	131,084.38
Repairs of passenger cars	57,205.49
New passenger cars	3,027.07
Passenger-train service †	54,904.79
Passenger-train supplies	17,826.29
Mileage passenger cars †	11,206.48
Expense of Bar Harbor Ferry	12,835.21
Repairs of freight cars	66,347.07
New freight cars	3,000.00
Freight-train service †	64,399.19
Freight-train supplies	16,084.02
Mileage freight cars †	48,289.78
Telegraph expenses	24,137.06
Loss and damage, freight and baggage	4,892.13
Personal injuries	22,532.00

* Including freight to and from other roads starting from or stopping at stations on this road.

† Salaries and wages.

‡ Debit balances.

Agents' and station service *	\$122,814.78
Station supplies	41,187.56
Total operating expenses	\$1,768,574.29
Taxes, state	45,620.62
Taxes, local	9,379.38
Total operating expenses and taxes	\$1,823,574.29

BALANCE-SHEET, JUNE 30, 1889.

ASSETS.

Cost of road	\$10,665,048.43	
Cost of equipment	1,926,557.36	
Stock of P., Mt. D. & M. Steamboat Co.	121,000.00	
Dexter & Newport R. R.	5,000.00	
Portland & Rochester R. R.	4,700.00	
Portland & Ogdensburg R. R.	79,272.00	
Sabastick & Moosehead R. R.	8,000.00	
Portland Union R. R. Station Co.	25,000.00	
Dexter & Piscataquis R. R.	1,125.00	
Bonds of Portland Union R. R. Station Co.	86,000.00	
Androscoggin R. R. lease	768,333.33	
European & North American R. R.	1,000,000.00	
Portland & Ogdensburg R. R.	1,000,000.00	
Maine Shore Line	1,174,992.99	
Total permanent investments		\$16,758,765.89
Cash	\$525,978.87	
Due from agents and companies	122,669.34	
Materials and supplies	292,487.35	
Sinking fund	116,177.84	
Debit balances	20,128.44	
Total cash assets		1,077,441.84
Total assets (as per books of the company)		\$17,836,207.73

LIABILITIES.

Capital stock	\$3,603,500.00
Funded debt	13,092,292.00
Unfunded debt, viz.:	819,412.09
Interest unpaid	\$129,255.54
Dividends unpaid	4,407.50
Notes payable	72,035.00
Vouchers and accounts	615,714.05

*Salaries and wages.

Profit and loss balance	\$321,003.64
Total liabilities (as per books of the company)	\$17,836,207.73
MILEAGE, TRAFFIC, ETC.	
Number of local passengers (including season) .	891,832
Number of foreign passengers (to and from other roads)	200,887
Total number of passengers carried	1,092,719
Number tons local freight	625,899
Number tons foreign freight (to and from other roads)	344,434
Total number tons freight carried	970,323
DESCRIPTION OF ROAD.	
Main line of road from Portland to Bar Harbor .	186.40 miles.
“ “ “ Cumberland to Skowhegan .	91.20 “
“ “ “ Bath to Lewiston and Farmington	76.30 “
Main line of road in Maine	353.90 “
Double track on main line	11.00 “
Total road belonging to this company	353.90 “
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>	
European & North American R. R., length . .	114.30 miles.
Stillwater branch, length	3.01 “
Enfield branch, length	3.03 “
Eastern Maine R. R., length	18.80 “
Dexter & Newport R. R., length	14.23 “
Belfast & Moosehead Lake R. R., length . .	33.13 “
Portland & Ogdensburg R. R., length . . .	89.03 “
Total length of above roads	275.53 “
“ “ “ “ in New Hampshire	38.03 “
“ “ “ “ in Maine	237.50 “
Total miles of road operated by this company .	629.43 “
Total miles of road operated by this company in New Hampshire	38.03 “
Number of stations in New Hampshire on all roads operated by this company	14
Number of telegraph offices in same	9
Number of stations on all roads owned by this company	75

EQUIPMENT.

	Leased.	Owned.	Total.
Number of locomotives.....			118
Number of passenger cars.....			118
Number of parlor or sleeping cars....			
Number of baggage, mail, and express cars.....			43
Number of freight cars (basis of 8 wheels)	300	1,987	2,287
Number of other cars.....			117

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

No serious accident in New Hampshire.

GENERAL INFORMATION.		
Maximum weight of locomotives in working order		47 tons.
Average " " " "		39 "
Maximum weight of tenders full of fuel and water		34 "
Average " " " "		28 "
Maximum weight of passenger cars		48,550 lbs.
Average " " " "		41,200 "
" " mail and baggage cars		38,800 "
" " 8-wheel box freight cars		17,000 "
" " 8-wheel platform cars		14,000 "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender		45 feet.
Total length of heaviest engine and tender over all		55 "
Number of locomotives equipped with train brake		68
[Kind of brake, Westinghouse air.]		
Number of cars equipped with train brake		153
[Kind of brake, Westinghouse.]		
Number of passenger cars with Miller platform and buffer		105
Number of miles of road operated by this company not furnished with telegraph facilities:		6.04
From Orono to Stillwater	3.01	
From Enfield to Mantague	3.03	

BRIDGES.		
Number of trestle bridges of 25 feet length and upwards *		2 iron.
Aggregate length of same for single track	1,002 ft. 6 in.	
Number of spans of iron bridges of 25 feet and upwards *		20
Aggregate length of same for single track	1,920 ft.	
Number of spans of timber bridges of 25 feet and upwards *		3
Aggregate length of same for single track	82 ft. 7 in.	
Number of crossings of highways at grade *		19
“ “ “ over railroad		1
“ “ “ under railroad		1
Number of highway bridges 18 feet above track		1
CAPITAL STOCK.		
Capital stock authorized by charter	\$5,000,000	
Capital stock authorized by votes of company	5,000,000	
Capital stock issued (number of shares, 35,936); amount paid in		\$3,59,600.00
Total number of stockholders	633	
Number of stockholders in New Hampshire	24	
DEBT.		
Bonded debt, as follows:		
Androscoggin & Kennebec R. R. loan, 6s		\$1,100,000.00
Maine Central Extension loan, 6s		496,500.00
Maine Central \$1,100,000 loan, 7s		756,800.00
Portland & Kennebec Consolidated loan, 6s.		1,166,700.00
Androscoggin R. R., City of Bath loan, 6s		425,000.00
Leeds & Farmington R. R. loan, 6s		633,000.00
Maine Central R. R. Consolidated loan, class A		975,000.00
“ “ “ “ B		1,524,000.00
“ “ “ “ C		1,567,600.00
“ “ “ “ D		110,000.00
City of Bangor loan, 6s		1,000,000.00
Maine Central Collateral Trust bonds, 5s		687,000.00
Maine Central Debenture bonds, 5s		58,000.00
Maine Central Sinking Fund bonds, 6s		600,000.00
Maine Shore Line R. R. First Mortgage bonds, 6s		42,000.00
Maine Central R. R. Improvement bonds, class A, 4½s		200,000.00

* In New Hampshire, on miles of road owned.

Maine Central R. R. Improvement bonds, class B, 4½s	\$250,000.00
Portland & Ogdensburg R. R. 1st Mortgage loan, 6s	800,000.00
Total bonded debt	\$12,391,600.00

NAMES AND RESIDENCES OF OFFICERS.

Arthur Sewall, *President*, Bath, Me.; Payson Tucker, *Vice-President and General Manager*, Portland, Me.; George W. York, *Auditor*, Portland, Me.; Jonas Hamilton, *Superintendent P. & O. Division*, Portland, Me.; W. S. Eaton, *General Freight Agent*, Portland, Me.; F. E. Boothby, *General Passenger Agent*, Portland, Me.; J. A. Linscott, *Treasurer*, Farmington, Me.; Josiah H. Drummond, *Clerk of Corporation*, Portland, Me.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Arthur Sewall, Thomas W. Hyde, Bath, Me.; George C. Lord, Newton, Mass.; Amos Paul, South Newmarket, N. H.; William G. Davis, Josiah H. Drummond, H. N. Jose, Portland, Me.; Frank Jones, Portsmouth, N. H.; Samuel C. Lawrence, Medford, Mass.; John Ware, Waterville, Me.; Nathaniel J. Bradley, Boston, Mass.; Darius Alden, Augusta, Me.; Joseph S. Ricker, Deering, Me.; Francis W. Hill, Exeter, N. H.

ARTHUR SEWALL,
President.

J. A. LINSOTT,
Treasurer.

PAYSON TUCKER,
Vice-President and General Manager.

STATE OF MAINE.

CUMBERLAND ss. May 23, 1890. Then personally appeared Arthur Sewall, president, Payson Tucker, vice-president and general manager, and J. A. Linscott, treasurer, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

J. W. DANA,
Justice of the Peace.

REPORT

OF THE

ATLANTIC AND ST. LAWRENCE RAIL- ROAD COMPANY *

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$299,921.11
Total expense (including taxes)	275,229.05
Net income	24,692.06
Interest accrued during year:	167,269.30
Proportion for New Hampshire of } rental paid by lessees as guaran- } teed interest on stock and bonds, }	\$480,602.00
Balance for the year (deficit)	142,577.24
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) †	\$39,928.29
From through passengers (to and from other roads over and beyond this road)	27,774.68
From express and extra baggage	5,424.25
From mails	7,328.93
Total earnings from passenger department	80,456.15
From local freight (all freight starting from or stopping at any station on this road) †	56,887.74
From through freight (to and from other roads over and beyond this road)	161,769.53
Total earnings from freight department	218,657.27
Total transportation earnings	299,113.42
Income from all other sources, viz.:	807.69
Sundry rents for use of company's prop- erty	\$807.69
Total income from all sources	\$299,921.11

* For that portion of the line (52.06 miles) in New Hampshire.

† Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks . . .	\$4,355.10
Legal expenses	1,285.66
Insurance	2,248.78
Stationery and printing	156.71
Outside agencies and advertising	3,369.65
Contingencies and miscellaneous	957.13
Repairs of bridges (including culverts and cattle-guards)	4,306.90
Repairs of buildings	4,847.67
Repairs of fences, road-crossings, and signs	2,893.30
Renewal of rails	2,900.00
[No. tons steel laid, 200.]	
Renewal of ties	7,089.75
[No. laid, 28,350.]	
Repairs of roadbed and track	25,273.35
Repairs of locomotives	21,464.50
Fuel for locomotives	41,996.62
Water supply	1,292.74
Oil and waste	1,962.61
Locomotive service *	31,515.09
Repairs of passenger cars	7,500.07
Passenger-train service *	4,609.18
Passenger-train supplies	992.12
Repairs of freight cars	19,199.66
Freight-train service *	13,827.54
Freight-train supplies	1,984.24
Mileage freight cars †	7,058.57
Telegraph expenses	4,820.93
Loss and damage, freight and baggage	368.98
Loss and damage, property and cattle	60.23
Personal injuries	988.91
Agents' and station service *	39,598.64
Station supplies	7,952.72
Total operating expenses	\$266,877.30
Taxes, state	8,123.60
Taxes, local	228.15
Total operating expenses and taxes	\$275,229.05
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$2,952,781.00
Total assets (as per books of the company)	\$2,952,781.00

* Salaries and wages.

† Debit balances.

LIABILITIES.	
Capital stock, \$5,484,000 — proportion for New Hampshire	\$1,908,658.00
Funded debt, \$3,000,000 — proportion for New Hampshire	1,044,123.00
Total liabilities (as per books of the company)	\$2,952,781.00
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	103,639
Freight-train mileage	228,184
Total revenue train mileage	331,823
Switching-train mileage (67,215 shunting not included as train miles) 67,337	
Other train mileage	9,511
Total train mileage	341,334
Number of season-ticket passengers * 841	
Number of local passengers (including season)	81,217
Number of through passengers (to and from other roads going over and beyond this road)	22,400
Total number of passengers carried	103,617
Local passenger mileage (local passengers carried one mile)	1,077,833
Through passenger mileage (through passengers carried one mile)	1,164,800
Total passenger mileage	2,242,633
Number tons local freight	190,132
Number tons through freight (to and from other roads going over and beyond this road)	550,287
Total number tons freight carried	740,419
Local freight mileage (tons local freight carried one mile)	3,847,811
Through freight mileage (tons through freight carried one mile) †	28,614,924
Total freight mileage	32,462,735
Average number of persons employed	217
DESCRIPTION.	
Main line of road from Island Pond, Vt., to Portland, Me.	149.58 miles.
Main line of road in New Hampshire	52.06 "
" " Vermont	14.92 "
" " Maine	82.60 "
Total road belonging to this company	149.58 "
Sidings and other tracks not above enumerated	33.85 "

* Reckoning twelve passengers per week for time of each season ticket.

† Carried to and from other roads.

Same in New Hampshire	10.24 miles.
Total length of track, computed as single track . .	183.43 "
Same in New Hampshire	62.30 "
Total length of steel rails in tracks, not including steel-top rails	149.58 "
Total miles of road operated by this company . .	149.58 "
Total miles of road operated by this company in New Hampshire	52.06. "
Number of stations in New Hampshire on all roads operated by this country	12
Number of stations on all roads owned by this company	33
Same in New Hampshire	12

EQUIPMENT.

Equipment furnished by the lessees.

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.							1	
Employés		2		4		6	1	13
Others.			1	3	1	3	4	6

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

July 22, 1889. — North Stratford, E. Finnegan, brakeman, coupling.

August 17. — Gorham, G. L. Lurvey, brakeman, defective brake.

August 24. — Gorham, G. H. Hargreave, brakeman, coupling.

September 2. — Gorham, L. Hubbard, trespasser, struck while standing too near track, intoxicated.

September 7. — Gorham, W. Armstrong, trespasser, stealing a ride fell between cars.

October 30. — Gorham, John Casey, coupler, coupling.

November 21. — Gorham, T. F. Kelley, brakeman.

November 25. — North Stratford, A. E. Davis, brakeman, fell off train.

December 7. — Berlin Falls, John Lee, boy, jumping on moving train.

December 13. — North Stratford, John Brown, trespasser, walking on track.

GENERAL INFORMATION.

Maximum weight of locomotives in working order .	35	tons.
Average " " " " " "	32½	"
Maximum weight of tenders full of fuel and water	30	"
Average " " " " " "	27½	"
Maximum weight of passenger cars	35	"
Average " " " " " "	27½	"
" " mail and baggage cars	20	"
" " 8-wheel box freight cars	11	"
" " 8-wheel platform cars	7½	"
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	41 feet 5 in.	
Total length of heaviest engine and tender over all	51 feet 4 in.	
Number of locomotives equipped with train brake .	All passenger engines.	
[Kind of brake, Westinghouse automatic.]		
Number of cars equipped with train brake . .	All passenger cars.	
[Kind of brake, Westinghouse automatic.]		
Number of passenger cars with Miller platform and buffer	All passenger cars.	

BRIDGES.

Number of spans of iron bridges of 25 feet and upwards *	22
Aggregate length of same for single track, 1,777 ft.	
Number of crossings of highways at grade * . .	25
" " " over railroad	4
" " " under railroad	1
Number of highway bridges less than 18 feet above track	4
Number of crossings at which there are neither signals nor flagmen *	25

RATES OF FARE, ETC.

Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	3.70 cents.
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* In New Hampshire, on miles of road owned.

† Rates as per tariff.

Average rate of fare per mile received from passengers to and from other roads		2.38 cents.
Average rate of fare per mile for season-ticket passengers *		1.25 "
Average rate of fare per mile received from all passengers		3.02 "
Average rate of local freight per ton per mile †		1.48 "
Average rate of freight per ton per mile received from freight to and from other roads . . . . .		.57 "
Average rate of freight per ton per mile received from all freight . . . . .		.67 "
CAPITAL STOCK.		
Capital stock authorized by charter and acts of Legislature	\$5,484,000	
Capital stock authorized by votes of company	5,484,000	
Total amount paid in (as per books of the company)		\$5,484,000.00
Total number of stockholders	1,404	
DEBT.		
Funded debt, as follows :		
1st mortgage bonds due 1884; rate of interest, 6 per cent		\$1,499,916.00
Interest paid on same during year	\$89,994.96	
2d mortgage bonds due 1891; rate of interest, 6 per cent		712,932.00
Interest paid on same during year	\$42,775.92	
3d mortgage bonds due 1909; rate of interest, 6 per cent		786,984.00
Interest paid on same during year	\$47,219.04	
Balance on exchange of bonds		168.00
Interest paid on same during year	\$10.08	
Total amount of funded debt		\$3,000,000.00

NAMES AND RESIDENCES OF OFFICERS.

Sir Joseph Hickson, *President*, Montreal, Que.; Philip Henry Brown, *Vice-President*, Portland, Me.; W. W. Duffett, *Treasurer*, Portland, Me.; F. R. Barrett, *Clerk of Corporation*, Portland, Me.

* Reckoning twelve passengers per week for time of each season ticket.

† Rates as per tariff.

NAMES AND RESIDENCES OF OFFICERS LAST ELECTED.

Sir Joseph Hickson, Sir Alex. T. Galt, Montreal, Que.; Philip Henry Brown, Harrison J. Libby, Franklin R. Barrett, Francis K. Swan, W. W. Duffett, G. P. Wescott, Wm. L. Putnam, Portland, Me.

PROPER ADDRESS OF THE COMPANY.

ATLANTIC & ST. LAWRENCE RAILROAD COMPANY,
PORTLAND, ME.

SIR JOSEPH HICKSON,
PHILIP HENRY BROWN,
SIR ALEX. T. GALT,
HARRISON J. LIBBY,
FRANKLIN R. BARRETT,
FRANCIS K. SWAN,
W. W. DUFFETT,
G. P. WESCOTT,
WM. L. PUTNAM,

Directors.

W. W. DUFFETT,

Treasurer.

STATE OF MAINE.

CUMBERLAND SS. October 7, 1890. Then personally appeared Philip H. Brown, vice-president, and W. W. Duffett, treasurer, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEO. E. B. JACKSON,

Justice of the Peace.

REPORT

OF THE

CONCORD & MONTREAL RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$2,775,601.61
Total expense (including taxes)	2,189,454.68
Net income	586,146.93
Rentals:	66,527.00
Pemigewasset Valley R. R.	\$15,102.00
Concord & Portsmouth R. R.	31,250.00
Suncook Valley R. R.	18,375.00
Old Colony R. R.	1,800.00
Interest accrued during year:	107,637.96
On funded debt	\$65,919.00
On other debt	41,718.96
Paid Boston, Concord & Montreal R. R., Dec. 31, 1889, as per contract	177,916.67
Dividends declared	234,000.00
Balance for the year	65.30
Dividends and payments:	411,916.67
Nov. 1, 1889, C. R. R. dividend	\$75,000.00
Dec. 31, 1889, treasurer B., C. & M. R. R., on contract	177,916.67
May 1, 1890, Div. No. 1, Class I., \$24,000 less amt. charged B., C. & M. R. R., \$12,000	12,000.00
May 1, 1890, Class IV.	90,000.00
July 1, 1890, Class I.	12,000.00
July 1, 1890, Class IV.	45,000.00
Balance June 30, 1890	65.30

ANALYSIS OF EARNINGS.

From local passengers (all passengers starting from or stopping at any station on this road) *	\$814,209.11
From through passengers (to and from other roads over and beyond this road)	242,779.62
From express and extra baggage	40,540.66
From mails	43,597.48
From other sources, passenger department	14,213.39
Total earnings from passenger department	1,155,340.26
From local freight (all freight starting from or stopping at any station on this road) *	1,102,027.36
From through freight (to and from other roads over and beyond this road)	486,322.04
Total earnings from freight department	1,588,349.40
Income from all other sources, viz. :	31,911.95
Rents \$13,071.04	
Miscellaneous 18,840.91	
Total income from all sources	\$2,775,601.61

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	\$83,538.77
Legal expenses	20,453.50
Insurance	8,776.56
Stationery and printing	37,345.82
Outside agencies and advertising	6,552.53
Contingencies and miscellaneous	40,533.96
Manchester & Keene R. R. improvements	13,081.75
Repairs of bridges (including culverts and cattle-guards)	60,060.65
Repairs of buildings	76,493.69
Repairs of shops, machinery, and tools	21,918.38
Repairs of fences, road-crossings, and signs	12,934.68
Renewal of rails	97,143.69
[No. tons steel laid, 4,183.]	
Renewal of ties	101,926.26
[No. laid, 255,816.]	
[Connection ties and switch sills, 269,659 feet board measure.]	
Repairs of roadbed and track	210,409.79
Repairs of locomotives	103,296.45
Fuel for locomotives	260,466.96
[Tons of coal, 55,231; cords of wood, 13,557.]	
Water supply	10,099.10
Oil and waste	29,199.37

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

Locomotive service*	\$175,319.99
Repairs of passenger cars	65,074.03
Passenger-train service*	61,605.50
Passenger-train supplies	8,555.21
Mileage passenger cars †	3,282.85
Repairs of freight cars	120,696.85
Freight-train service*	131,472.62
Freight-train supplies	3,663.57
Mileage freight cars †	56,292.65
Telegraph expenses	13,362.61
Loss and damage, freight and baggage and over-charges	6,757.84
Loss and damage, property and cattle	7,511.93
Personal injuries	24,548.37
Agents' and station service*	185,561.84
Station supplies	37,498.87
Total operating expenses	\$2,095,436.64
Taxes, state	89,008.63
Taxes, local	5,009.41
Total operating expenses and taxes	\$2,189,454.68
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Locomotives (14)	\$78,670.93
Passenger, mail, and baggage cars (10)	29,520.93
Freight and other cars (136)	41,808.14
Total for equipment:	\$150,000.00
Cost	\$228,170.79
Charged in expense account	78,170.79
Total charges to property accounts (1889, 1890)	150,000.00
Net addition to property accounts for the years 1889, 1890	150,000.00
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$7,555,993.89
Cost of equipment (1889, 1890)	150,000.00
Stock of the following, viz.:	1,043,033.58
Lake Shore R. R.	
Whitefield & Jefferson R. R.	
Tilton & Belmont R. R.	
Suncook Valley R. R.	
Suncook Valley Extension R. R.	

* Salaries and wages.

† Debit balances.

Fabyan Hotel Co. Winnepesaukee Steamboat Co. Wells River Bridge Co. Laconia Gas-Light Co. Mount Washington Ry. Manchester & North Weare R. R. Franklin & Tilton R. R. Ogdensburg & Lake Champlain R. R. L. C. & St. Lawrence Junction R. R. Pemigewasset Bridge Co. Moosilauke Mt. Road. Montpelier & Wells River R. R. Woodsville Water-Works.		
Bonds of Southeastern Ry.	\$40,000.00	
Other permanent investments	705,800.04	
Total permanent investments		\$9,494,827.51
Cash	\$7,587.25	
Bills receivable	17,662.43	
Due from agents and companies	9,771.88	
Materials and supplies	508,588.22	
Unissued bonds	4,230,000.00	
Debit balances	217,771.10	
Total cash assets		4,991,380.88
Total assets (as per books of the company)		\$14,486,208.39
LIABILITIES.		
Capital stock		\$4,800,000.00
Funded debt		7,947,900.00
Unfunded debt, viz.:		1,331,158.49
Interest unpaid	\$39,371.61	
Dividends unpaid	1,374.00	
Net traffic balance due other com- panies	5,272.93	
Notes payable	1,027,700.00	
Rentals due July 1	12,585.00	
Vouchers and accounts	244,854.95	
Profit and loss balance		321,645.90
Income and expenses, taxes and insurance		85,504.00
Total liabilities (as per books of the company)		\$14,486,208.39
MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		1,052,497
Freight-train mileage		1,027,858
Total revenue train mileage		2,080,355

Switching-train mileage	562,853
Other train mileage	157,533
Total train mileage	2,800,741
Number of season-ticket passengers*	72,152
Number of local passengers (including season)	1,612,880
Number of through passengers (to and from other roads going over and beyond this road)	256,907
Total number of passengers carried	1,869,787
Local passenger mileage (local passengers carried one mile)	35,038,285
Through passenger mileage (through passengers carried one mile)	12,442,345
Total passenger mileage	47,480,630
Number tons local freight	1,448,053
Number tons through freight (to and from other roads going over and beyond this road)	1,588,675
Total number tons freight carried	3,036,728
Local freight mileage (tons local freight carried one mile)	66,444,656
Through freight mileage (tons through freight carried one mile)†	59,594,781
Total freight mileage	126,039,437
Average number of persons employed	2,081

DESCRIPTION OF ROAD.

Main line of road from Nashua Junction to Groveton Junction and Base Station	201.30 miles.
Main line of road in New Hampshire	201.30 "
Double track on main line	34.53 "
Same in New Hampshire	34.53 "
Branches owned by the company, viz. :	
Hooksett to Suncook (single track)	2.50 "
Manchester to North Weare (single track)	19.00 "
Whitefield to Jefferson (single track)	13.00 "
Lake Village to Alton Bay (single track)	18.00 "
Belmont Junction to Belmont (single track)	4.00 "
Pittsfield to Center Barnstead (single track)	4.45 "
Nashua to North Acton, Mass. (single track)	20.83 "
Total length of branches owned by company	81.78 "
Total length of branches owned by company in New Hampshire	65.52 "
Total length of road owned by company in Massachusetts	16.26 "
Total road belonging to this company	283.08 "
Sidings and other tracks not above enumerated	110.20 "
Same in New Hampshire	107.50 "

* Reckoning twelve passengers per week for time of each season ticket.

† Carried to and from other roads.

Total length of track, computed as single track	427.81 miles.
Same in New Hampshire	408.85 "
Total length of steel rails in tracks, not including steel-top rails	296.40 "
[Weights per yard, 56, 60, 67, 72 lbs.]	
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>	
Concord & Portsmouth R. R., length	47.50 miles.
Suncook Valley R. R., length	17.37 "
Pemigewasset Valley R. R., length	20.40 "
Total length of above roads	85.27 "
Total length of above roads in New Hampshire	85.27 "
Total miles of road operated by this company	368.35 "
Total miles of road operated by this company in New Hampshire	352.09 "
Number of stations in New Hampshire on all roads operated by this company	121
Number of telegraph offices in same	50
Number of stations on all roads owned by this com- pany	99
Same in New Hampshire	92
EQUIPMENT.	
Number of locomotives	102
Number of passenger cars	92
Number of parlor or sleeping cars	3
Number of baggage, mail, and express cars	27
Number of freight cars (basis of 8 wheels)	2,091
Number of other cars	61
Logging trucks	152

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers		1				1		1
Employees..	1	1	4	16	5	17	5	18
Others			3	1	3	1	3	1

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

January 7, 1890. — James Leahey, car oiler, killed; run over in Concord yard.

January 27. — W. S. Shaw, brakeman, injured; caught between buffer and engine and arm crushed in Nashua yard.

January 31. — L. H. Crouch, engineer, killed; train broke apart and engine thrown from track near Kilkenny.

February 11. — A. S. Sprague, yard man, injured; finger crushed while coupling cars in Concord yard.

February 24. — George Thomas, fireman, killed; knocked from engine and neck broken at Woodsville.

February 24. — Edward E. Munn, yard man, injured; forefinger crushed while coupling cars in Manchester yard.

March 7. — Patrick Ivers, employed at coal shed, injured; cut on head by coal bucket at Manchester.

March 24. — Asa Boardman, yard man, injured; finger crushed, coupling cars in Concord yard.

March 25. — David Marquette, yard man, injured; shoulder jammed by lumber projecting over end of car in Concord yard.

March 26. — Frank L. Locke, yard man, injured; little finger crushed, coupling cars in Concord yard.

March 29. — Edward Doyle (or Coyel), brakeman, killed; fell from freight car and run over at Nashua.

April 3. — John McDermont, yard man, injured; finger crushed, coupling cars in Nashua yard.

April 4. — B. F. Rollins, yard man, injured; arm crushed between cars in Concord yard.

April 5. — James Dana, trespasser, killed; run over, third bridge below Warren, N. H.

April 7. — Fred Styles, yard man, injured; big toe crushed, coupling cars in Nashua yard.

April 10. — John Nichols, yard man, injured; finger crushed, coupling cars in Nashua yard.

April 11. — Gustave A. Graupner, trespasser, killed; found between tracks, run over, at Manchester.

April 18. — George O'Neil, yard man, injured; finger crushed, coupling cars in Manchester yard.

April 19. — W. R. Wallace, yard man, injured; finger crushed, coupling cars in Nashua yard.

May 5. — E. F. Emerson, passenger, injured about eye by stone thrown through window, Herbert Lane's Crossing, Concord, N. H.

May 13. — Gustave Goran, trespasser, injured; cut on head by being struck by engine, while drunk, near Hooksett.

May 24. — David P. Whalen, trespasser, killed; fell from top of car and run over at Manchester.

May 29. — George J. Anderson, assistant agent, killed; run over by engine at Whitefield.

June 4. — Robert Barry, yard man, injured; finger crushed, coupling cars in Concord yard.

June 10. — Harry Keniston, yard man, injured; finger crushed, coupling cars in Concord yard.

June 18. — M. E. Aldrich, car inspector, injured; leg broken by lumber falling from car at Nashua.

June 30. — G. K. Crowell, conductor, injured by collision at Nashua.

GENERAL INFORMATION.	
Maximum weight of locomotives in working order	106,875 lbs.
Average " " " "	70,862 "
Maximum weight of tenders full of fuel and water	70,150 "
Average " " " "	45,378 "
Maximum weight of passenger cars . . .	53,670 "
Average " " " "	39,642 "
" " of mail and baggage cars . . .	36,402 "
" " of 8-wheel box freight cars . . .	20,765 "
" " of 8-wheel platform cars . . .	16,360 "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	47 feet 8 in.
Total length of heaviest engine and tender over all	56 feet 6 in.
Number of locomotives equipped with train brake .	65
[Kind of brake, 54 Westinghouse, 11 Eames.]	
Number of cars equipped with train brake . . .	122
[Kind of brake, Westinghouse.]	
Number of passenger cars with Miller platform and buffer	122
Charges at the rate of one and one half cents per ton per mile for the transportation of freight coming from other roads are included in the earnings as reported for this road.	
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards*	41
Aggregate length of same for single track, 5,045 ft.	
Number of spans of iron bridges of 25 feet and upwards*	3

* In New Hampshire, on miles of road owned.

Aggregate length of same for single track	202 ft.	
“ “ “ double track	115 ft.	
Number of spans of timber bridges of 25 feet and upwards *		136
Aggregate length of same for single track, 8,913 ft.		
“ “ “ double track, 1,327 ft.		
Number of crossings of highways at grade *		208
“ “ “ over railroad		29
“ “ “ under railroad		12
Number of highway bridges 18 feet above track		9
Number of highway bridges less than 18 feet above track		20
Number of crossings at which gates or flagmen are maintained		17
Number of crossings at which there are neither signals nor flagmen *		191
Number of railroad crossings at grade: *		5
Boston & Maine R. R., Lowell System, at Nashua		
Boston & Maine R. R., Worcester, Nashua & Portland Division, at Nashua.		
Maine Central R. R., at Scott's Junction.		
Maine Central R. R., at Fabyan's.		
Maine Central R. R., at Whitefield.		
RATES OF FARE, ETC.		
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †		2.400 cents
Average rate of fare per mile received from passengers to and from other roads		1.950 “
Average rate of fare per mile for season-ticket passengers †		.660 “
Average rate of fare per mile received from all passengers		2.280 “
Average rate of local freight per ton per mile †		1.660 “
Average rate of freight per ton per mile received from freight to and from other roads		.816 “
Average rate of freight per ton per mile received from all freight		1.260 “
CAPITAL STOCK.		
Capital stock authorized by act of Legislature	\$4,800,000	
Capital stock authorized by votes of company	4,800,000	

* In New Hampshire, on miles of road owned. \ † Rates as per tariff.

‡ Reckoning twelve passengers per week for time of each season ticket.

Capital stock issued (number of shares, 48,000) ; amount paid in	\$4,800,000.00
Total amount paid in (as per books of the company)	4,800,000.00
Total number of stockholders	2,420
Number of stockholders in New Hampshire	1,311
Amount of stock held in New Hampshire, \$3,143,100	

DEBT.

Funded debt, as follows:

Old Boston, Concord & Montreal bonds due (no record); rate of interest, 6 per cent	\$500.00
Concord & Montreal R. R. bonds due 1920; rate of interest, 4 per cent	1,270,000.00
Boston, Concord & Montreal bonds due 1893; rate of interest, 6 per cent	582,400.00
Boston, Concord & Montreal bonds due 1893; rate of interest, 7 per cent	1,365,000.00
Boston, Concord & Montreal bonds due 1911; rate of interest, 6 per cent	500,000.00
Interest paid on same during year	\$65,919.00
Total amount of funded debt	3,717,900.00

NAMES AND RESIDENCES OF OFFICERS.

Frederick Smyth, *President*, Manchester, N. H.; Horace E. Chamberlin, *General Traffic Manager*, Concord, N. H.; E. F. Mann, *Superintendent Train Service*, Concord, N. H.; W. A. Stowell, *Superintendent Construction*, Concord, N. H.; Samuel Barrett, *General Freight Agent*, Concord, N. H.; Frank E. Brown, *General Passenger Agent*, Concord, N. H.; John F. Webster, *Treasurer*, Concord, N. H.; William M. Chase, *Clerk of Corporation*, Concord, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Frederick Smyth, Noah S. Clark, Walter M. Parker, Manchester, N. H.; Benjamin A. Kimball, John H. Pearson, John A. White, Samuel S. Kimball, Concord, N. H.; Charles E. Tilton, Alpha J. Pillsbury, Tilton, N. H.; Charles A. Busiel, Laconia, N. H.; Hiram N. Turner, St. Johnsbury, Vt.; Charles E. Morrison, Boston, Mass.; L. C. Pattee, Winchester, Mass.

PROPER ADDRESS OF THE COMPANY.
CONCORD & MONTREAL RAILROAD,
CONCORD, N. H.

FREDERICK SMYTH,
President.
JOHN F. WEBSTER,
Treasurer.

STATE OF NEW HAMPSHIRE.

MERRIMACK ss. January 6, 1891. Then personally appeared John F. Webster, treasurer of said railroad, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

JOSEPH W. FELLOWS,
Justice of the Peace.

HILLSBOROUGH ss. January 6, 1891. Then personally appeared Frederick Smyth, president of said railroad, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

JOSEPH W. FELLOWS,
Justice of the Peace.

REPORT

OF THE

PEMIGEWASSET VALLEY RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$30,504.00
Total expense (including taxes)	812.19
Net income	30,191.81
Dividends declared (6 per cent) August 1, 1889, and October 1, 1890, paid by the Boston, Concord & Montreal Railroad to stockholders of Pemigewasset Valley Railroad	30,204.00
Balance for the year (deficit)	12.19
Balance at commencement of year	135.20
Balance June 30, 1890 (surplus)	123.01
ANALYSIS OF EARNINGS. *	
Rents for use of road 12 months, to February 1, 1890	\$30,204.00
Income from all other sources, viz.:	300.00
Received for expenses of organization \$300.00	
Total income from all sources	\$30,504.00
ANALYSIS OF EXPENSES. *	
Salaries of general officers and clerks	\$256.94
Stationery and printing	15.75
Outside agencies and advertising	12.75
Contingencies and miscellaneous	26.75
Total operating expenses and taxes	\$312.19

* Included in reports of Concord Railroad and Concord & Montreal Railroad.

BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$411,157.61
Cost of equipment	91,842.14
Total permanent investments	\$502,999.75
Cash	\$400.25
Balance of income for organization	123.01
Total cash assets	523.26
Total assets (as per books of the company)	\$503,523.01
LIABILITIES.	
Capital stock	\$503,400.00
Profit and loss balance	123.01
Total liabilities (as per books of the company)	\$503,523.01
<i>Present or Contingent Liabilities not included in the Balance-sheet.</i>	
Unsettled claims for construction, to be paid by capital stock authorized by corporation, on which dividends are to be paid under the lease of the Pemigewasset Valley R. R. to the Boston, Concord & Montreal R. R., estimated at \$26,600	
Total (not included in balance-sheet)	26,600.00
DESCRIPTION OF ROAD. *	
Main line of road from Plymouth to Franconia, and branch from Campton to Livermore, estimated	75.000 miles.
Main line of road in New Hampshire, estimated	75.000 "
Track laid if road is not completed	20.057 "
Sidings and other tracks not above enumerated (not including sidings built by the Boston, Concord & Montreal R. R., Boston & Lowell R. R., Concord R. R., and Concord & Montreal R. R., since lease of road, of which this road has no account) . . . . .	.370 "
Total length of track, computed as single track	20.057 "
Number of stations on all roads owned by this company	8
Same in New Hampshire	8

* Included in reports of Concord Railroad and Concord & Montreal Railroad.

EQUIPMENT.	
Number of locomotives leased to B., C. & M. R. R. and operated by C. R. R. and C. & M. R. R.	2
Number of passenger cars	2
Number of freight cars (basis of 8 wheels)	125

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

See reports of Concord R. R. and Concord & Montreal R. R.

CAPITAL STOCK.	
Capital stock authorized by charter	\$2,000,000
Capital stock authorized by votes of company	530,000
Capital stock issued (number of shares, 5,034); amount paid in	\$503,400.00
Total amount paid in, as per books of the company	503,400.00
Total number of stockholders	174
Number of stockholders in New Hampshire	127
Amount of stock held in New Hampshire	\$357,600

NAMES AND RESIDENCES OF OFFICERS.

John J. Bell, *President*, Exeter, N. H.; Edward D. Harlow, *Treasurer*, Boston, Mass.; George H. Adams, *Clerk of Corporation*, Plymouth, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

John J. Bell, Exeter, N. H.; David Saunders, George W. Hills, Lawrence, Mass.; Joseph W. Campbell, Woodstock, N. H.; Daniel Barnard, Franklin, N. H.; John C. French, Henry Chandler, James A. Weston, Manchester, N. H.; John J. Cilley, South Deerfield, N. H.

PROPER ADDRESS OF THE COMPANY.

PEMIGEWASSET VALLEY RAILROAD.

President's Office, EXETER, N. H.

Treasurer's Office, BOSTON, MASS.

Clerk's Office, PLYMOUTH, N. H.

The Pemigewasset Valley Railroad is under lease for 100 years to the Boston, Concord & Montreal Railroad, which now forms a part of the Concord & Montreal Railroad, and was operated from July 1, 1889, to September 19, 1889, by the Concord Railroad, and since that time by the Concord & Montreal Railroad.

EDWARD D. HARLOW,
Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. October 16, 1890. Then personally appeared Edward D. Harlow and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

GEORGE N. CARPENTER,
Justice of the Peace.

REPORT OF THE BOSTON & MAINE RAILROAD

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$14,985,510.84
Total expense (including taxes)	10,008,185.01
Net income	4,977,325.83
Rentals:	3,241,548.57
Eastern R. R. (11 months, to June 1)	* \$1,185,606.52
Boston & Lowell R. R.	685,254.91
Worcester, Nashua & Rochester R. R.	250,000.00
Connecticut & Passumpsic Rivers R. R.	233,000.00
Manchester & Lawrence R. R.	102,000.00
Central Massachusetts R. R.	101,500.00
Portland, Saco & Portsmouth R.R.	90,300.00
Nashua & Lowell R. R.	73,000.00
Lowell & Andover R. R.	52,500.00
Portsmouth & Dover R. R.	46,140.00
Portsmouth, Great Falls & Conway R.R. (11 months, to June 1)	41,512.50
Peterborough R. R.	35,699.64
Massawippi Valley Ry.	35,000.00
Dover & Winnepesaukee R. R.	29,000.00
Eastern R.R. in New Hampshire	22,500.00
Stony Brook R. R.	20,750.00
Wilton R. R.	16,950.00
Newburyport City R. R.	6,000.00
West Amesbury Branch R. R.	5,700.00
Kennebunk & Kennebunkport R.R.	2,925.00
Wolfeborough R. R.	2,240.00
Northern R. R. contract	199,920.00
Sundry track rentals	4,050.00

* Includes Eastern R. R. proportion of surplus earnings for year ending September 30, 1889, paid as rent, amounting to \$436,000.

Interest accrued during the year:		\$569,160.34
On funded debt	\$426,985.21	
On other debt	142,175.13	
Dividends declared (9½ per cent) on \$7,000,000 old stock		665,000.00
Balance for the year (surplus)		501,616.42
Balance at commencement of year	\$1,521,857.17	
Add:		
Portsmouth, Great Falls & Conway R. R. profit and loss account, said road having been purchased by Boston & Maine R. R.	1,027.47	
	<u>\$1,522,884.64</u>	
Deduct:		
Proportion of surplus earnings of the year ending September 30, 1889, credited improvement account	6,260.82	
Balance at commencement of year as so changed		1,516,623.82
Balance June 30, 1890 (surplus)		2,018,240.24

ANALYSIS OF EARNINGS.

From local passengers (all passengers starting from and stopping at any station on this road)		\$5,993,087.80
From through passengers (to and from other roads)		1,135,360.95
From express and extra baggage		480,544.91
From mails		204,168.45
Total earnings from passenger department		7,763,162.11
From local freight (all freight starting from and stopping at any station on this road)		3,814,377.40
From through freight (to and from other roads)		2,966,787.80
From other sources, freight department—Eastern transfer		7,419.86
Total earnings from freight department		6,788,585.06
Total transportation earnings		14,551,747.17
Rents for use of road		9,662.67
Income from all other sources, viz.:		424,100.50
Rents, tenements, lands, etc.	\$154,842.01	
Income from investments	192,938.23	
Interest received	22,633.88	
Income from coal-hoisting engines	6,264.83	
Miscellaneous income	47,421.55	
Total income from all sources		<u>\$14,985,510.34</u>

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$203,250.53
Legal expenses	80,683.42
Insurance	38,676.75
Stationery and printing	99,458.53
Outside agencies and advertising	50,780.43
Contingencies and miscellaneous	121,103.88
Repairs of bridges (including culverts and cattle-guards)	308,375.33
Repairs of buildings	390,822.28
Repairs of fences, road-crossings, and signs	67,969.66
Renewal of rails	112,776.80
Number tons steel laid, new	8,888.4178
Number tons steel laid, old	5,669.8785
Total number tons laid	14,458.2963
Number tons iron laid	2,173.8745
Renewal of ties	181,928.36
[No. laid, 601,993.]	
Repairs of roadbed and track	936,698.12
Repairs of locomotives, including new locomotives	596,482.79
Fuel for locomotives	1,128,783.53
[Tons of coal, 262,276; cords of wood, 11,096.]*	
Water supply	81,667.34
Oil and waste	39,982.85
Locomotive service †	764,718.76
Repairs of passenger cars, including new cars	451,792.04
Passenger-train service †	384,248.90
Passenger-train supplies	61,517.64
Mileage passenger cars †	21,621.50
Repairs of freight cars, including new cars	476,445.09
Freight-train service †	527,041.74
Freight-train supplies	22,824.00
Mileage freight cars †	206,708.10
Telegraph expenses	114,123.41
Loss and damage, freight and baggage }	47,955.04
Loss and damage, property and cattle }	
Personal injuries	208,368.59
Agents' and station service †	1,451,171.00
Station supplies	218,570.10
Total operating expenses	\$9,396,546.51
Taxes, state }	611,638.50
Taxes, local }	
Total operating expenses and taxes	\$10,008,185.01

*This does not include fuel for engines of construction and repair trains, as expense is charged to work done.

†Salaries and wages.

‡Debit balances.

PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR. *			
Grading and masonry	\$2,652,100.52	\$197,729.66	\$2,849,830.18
Bridging . . .	1,743,613.61	540,099.77	2,283,713.38
Superstructure, including rails . .	3,734,186.65	246,504.94	3,980,691.59
Lands, land damages, and fences . .	4,813,487.71	257,210.55	5,070,698.26
Passenger and freight stations, wood-sheds, and water-stations	2,028,939.21	298,373.05	2,327,312.26
Engine-houses, carsheds, and turntables . . .	327,347.95	96,223.36	423,571.31
Machine-shops . .	360,374.52	33,123.34	393,497.86
Engineering agencies, salaries, and other expenses during construction . .	924,780.09	1,322.10	926,102.19
Total for construction	\$16,584,830.26	\$1,670,586.77	\$18,255,417.03
Locomotives (140) .	\$455,600.00	\$442,565.06	\$898,165.06
Harbor float † (1) .		5,000.00	5,000.00
Passenger, mail, and baggage cars (312)	591,503.49	486,945.05	1,078,448.54
Freight and other cars (3,142) . . .	454,250.00	621,884.03	1,076,134.03
Snow plows (18) .	9,600.00	2,166.31	11,766.31
Total for equipment	\$1,510,953.49	\$1,558,560.45	\$3,069,513.94
Other expenditures charged to property account: .			3,906,466.49
Stock of Maine Central R. R. .	\$1,811,500.00		
Stock of Portsmouth, Great Falls & Conway R. R. . .		551,300.00	
Stock of Wolfeborough R. R. .		343,400.00	
" Portland & Rochester R.R. .		182,050.00	
" Chelsea Beach R. R. .		38,300.00	
Stock of Portland, Mt. Desert & Machias Steamboat Co. . .		15,000.00	
Stock of Eastern R. R. in New Hampshire . . .		900.00	
Bar Harbor property . . .		45,104.37	
Lands in Manchester, Mass. .		3,650.00	

* The first column represents cost of construction, investments, etc., of Eastern and Portsmouth, Great Falls & Conway Railroads purchased; second column represents transfer from improvement account of Boston & Maine and Eastern Railroads, being amount expended from October 1, 1883, to June 1, 1890; third column represents total.

† Boston & Maine R. R. proportion, or one half, owned jointly with New York & New England Railroad.

Lands in Revere	\$23,400.00	
“ East Boston	20,625.00	
“ Lawrence	30,000.00	
“ Malden	2,301.44	
Stock of St. John Bridge & Ry. Extension Co. . . .	684.00	
Stock of York Harbor & Beach R. R. . . .	248,550.00	
Portland Union Ry. Station Co. St. Johnsbury & Lake Champlain R. R. bonds	25,000.00	
Stock of St. Johnsbury & Lake Champlain R. R. . . .	430,800.00	
Eastern R. R. bonds	3,283.56	
Stock of Franklin & Tilton R. R. Newburyport R. R. bonds	81,000.00	
Land in Waltham	33,750.00	
Reduction in property accounts:	12.00	\$58,000.00
Portland Union Ry. Station Co. bonds sold	15,856.12	
Total charges to property accounts	\$58,000.00	25,231,397.46
Total credits to property accounts		58,000.00
Net addition to property accounts for the year		\$25,173,397.46

BALANCE-SHEET, JUNE 30, 1890.

ASSETS.

Cost of road	\$27,876,354.66
Cost of equipment	4,377,693.94
Bar Harbor property	45,104.37
Lands in Lawrence	30,000.00
“ Revere	23,400.00
“ East Boston	20,625.00
“ Portland	16,467.50
“ Waltham	15,856.12
“ Saco	15,000.00
“ Dover and Old Orchard	14,132.21
“ Somerville	5,850.00
“ Wakefield	13,450.00
“ Manchester, Mass. . . .	3,650.00
“ Malden	2,301.44
Steamer Mount Washington and wharves	69,260.24
Bonds of St. Johnsbury & Lake Champlain R. R. . . .	483,300.00
Bonds of Newburyport R. R. . . .	302,511.95
“ Danvers R. R. . . .	125,000.00
“ Eastern R. R. . . .	81,000.00

Bonds of Portland Union Ry. Station Co.	\$50,000.00	
Stock of Maine Central R.R. Co.	1,811,500.00	
Stock of Portsmouth, Great Falls & Conway R. R.	551,300.00	
Stock of Portland & Rochester R.R.	482,050.00	
“ Wolfeborough R. R.	343,400.00	
Stock of Dover & Winnepesaukee R. R.	263,144.48	
Stock of York Harbor and Beach R. R.	248,550.00	
Stock of Portland & Ogdensburg R. R.	146,238.80	
Stock of Orchard Beach R. R.	49,624.89	
“ Chelsea Beach R. R.	38,300.00	
“ Franklin & Tilton R. R.	33,750.00	
“ Danvers R. R.	27,445.00	
Stock of Portland Union Ry. Station Co.	25,000.00	
Stock of Portland, Mt. Desert & Machias Steamboat Co.	15,000.00	
Stock of St. Johnsbury & Lake Champlain R. R.	4,283.56	
Stock of Eastern R. R. in New Hampshire	900.00	
Stock of St. John Bridge & Ry. Extension Co.	684.00	
Total permanent investments		\$37,612,128.16
Cash	\$514,222.34	
Bills receivable	226,963.73	
Due from agents and companies	2,263,646.39	
Materials and supplies	1,360,459.07	
Trustees of sinking funds	323,256.88	
Debit balances	562,317.01	
Total cash assets		5,250,865.42
Total assets (as per books of the company)		\$42,862,993.58
LIABILITIES.		
Capital stock, common:		\$13,147,900.00
Boston & Maine	\$10,180,600.00	
Eastern	2,185,262.96	
Portsm'th, Great Falls & Conway	639,507.12	
Boston & Maine scrip	142,529.92	
Capital stock, preferred:		3,149,843.80
Boston & Maine	\$1,036,600.00	
Eastern	2,113,100.00	
Eastern scrip	143.80	

Funded debt		\$17,393,920.31
Unfunded debt, viz:		
Interest unpaid	\$144,181.37	
Dividends unpaid	31,094.25	
Notes payable	3,599,800.00	
Vouchers and accounts	1,007,332.25	
Total current liabilities		4,782,357.87
Accrued rentals not yet due	\$148,461.11	
“ interest not yet due	279,005.57	
“ taxes not yet due	303,172.76	
Sundry lease accounts	259,289.69	
		989,929.13
Suspense account		1,157,545.35
Profit and loss balance	\$2,018,240.24	
Trustees of sinking funds	223,256.88	
		2,241,497.12
Total liabilities (as per books of the company)		\$42,862,993.58

MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		5,695,334
Freight-train mileage		3,724,846
Total revenue train mileage		9,420,180
Switching-train mileage		1,756,475
Other train mileage		319,260
Total train mileage		11,495,915
Number of season-ticket passengers *	3,126,950	
Number of local passengers (including season)		28,783,242
Number of through passengers (to and from other roads going over and beyond this road)		830,307
Total number of passengers carried		29,613,549
Local passenger mileage (local passengers carried one mile)		332,816,540
Through passenger mileage (through passengers carried one mile)		61,639,233
Total passenger mileage		394,455,773
Number tons local freight		3,528,059
Number tons through freight (to and from other roads going over and beyond this road)		2,977,850
Total number tons freight carried		6,505,909
Local freight mileage (tons local freight carried one mile)		153,630,043
Through freight mileage (tons through freight carried one mile) †		243,844,101
Total freight mileage		397,474,144
Average number of persons employed		9,661

* Reckoning twelve passengers per week for time of each season ticket.

† Carried to and from other roads.

DESCRIPTION OF ROAD.		
Main line of road from Boston to Portland, Western Division	115.50	
Main line of road from Boston to New Hampshire state line, Eastern Division	41.45	
Main line of road from Conway Junction to North Conway, Northern Division	72.86	
		229.81 miles.
Main line of road in New Hampshire		104.69 "
" " in Massachusetts		72.80 "
" " in Maine		46.92 "
Double track on main line		99.66 "
Same in New Hampshire		15.17 "
Branches owned by the company, viz.:		
Medford (single track)		2.00 "
Methuen (single track, 2.75; double track, 1)		3.75 "
Great Falls (single track)		2.75 "
E. Boston (single track, 1.91; double track, 1.56)		3.47 "
Charlestown (double track)		1.09 "
Saugus (single track)		9.55 "
Swampscott (single track)		3.96 "
Marblehead (single track)		3.52 "
Lawrence (single track, 18.25; double track, 1.64)		19.89 "
South Reading (single track)		8.12 "
Gloucester (single track)		16.94 "
Essex (single track)		6.00 "
Asbury Grove (single track)		1.06 "
Salisbury (single track)		3.79 "
Total length of branches owned by company		85.89 "
Total length of branches owned by company in New Hampshire		2.75 "
Total length of branches owned by company in Massachusetts		83.14 "
Double track on branches		5.29 "
Total road belonging to this company		315.70 "
Sidings and other tracks not above enumerated		193.14 "
Same in New Hampshire		29.86 "
Total length of track, computed as single track		613.79 "
Same in New Hampshire		152.47 "
Total length of steel rails in tracks, not including steel-top rails		454.94 "
[Weight per yard, 60 to 72 lbs.]		
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>		
Worcester, Nashua & Rochester R. R., length		94.48 miles.
Eastern R. R. in New Hampshire, "		16.08 "
Portland, Saco & Portsmouth R. R., "		50.76 "

Wolfeborough R. R.,	length	12.03 miles.
Chelsea Beach R. R.,	"	3.34 "
Newburyport City R. R.,	"	1.97 "
Portsmouth & Dover R. R.,	"	10.88 "
Danvers R. R.,	"	9.26 "
Newburyport R. R.,	"	26.98 "
Lowell & Andover R. R.,	"	8.73 "
West Amesbury Branch R. R.,	"	4.45 "
Dover & Winnipesaukee R. R.	"	29.00 "
Manchester & Lawrence R. R.,	"	22.39 "
Kennebunk & Kennebunkport R. R.,	"	4.50 "
Boston & Lowell R. R. and branches,	"	98.09 "
Nashua & Lowell R. R.,	"	14.50 "
Stony Brook R. R.,	"	13.16 "
Wilton R. R.,	"	15.50 "
Peterborough R. R.,	"	10.50 "
Manchester & Keene R. R., operated for joint account with Concord & Montreal R. R.,	"	29.59 "
Central Massachusetts R. R.,	"	98.77 "
Connecticut & Passumpsic Rivers R. R.,	"	110.30 "
Massawippi Valley Ry.,	"	36.75 "
Northern and Concord & Claremont R. Rs.,	"	172.32 "
Total length of above roads	.	894.33 "
" " " in New Hampshire	.	380.88 "
" " " in other States	.	513.45 "
Worcester, Nashua & Rochester R. R., in Mass.	.	39.46 "
Chelsea Beach R. R.,	"	3.34 "
Newburyport City R. R.,	"	1.97 "
Newburyport R. R.,	"	26.98 "
Danvers R. R.,	"	9.26 "
Lowell & Andover R. R.,	"	8.73 "
West Amesbury Branch R. R.,	"	2.13 "
Boston & Lowell R. R. and branches,	"	98.09 "
Nashua & Lowell R. R.,	"	9.25 "
Stony Brook R. R.,	"	13.16 "
Central Massachusetts R. R.,	"	98.77 "
Portland, Saco & Portsmouth R. R., in Maine	.	50.76 "
Kennebunk & Kennebunkport R. R.,	"	4.50 "
Connecticut & Passumpsic Rivers R.R., in Vermont	.	110.30 "
Massawippi Valley Ry., in Canada	.	36.75 "
Total length of above roads	.	894.33 "
" " " in New Hampshire	.	380.88 "
" " " in other States	.	513.45 "
" " " in Massachusetts	.	311.14 "
" " " in Maine	.	55.26 "
" " " in Vermont	.	110.30 "
" " " in Canada	.	36.75 "
Total miles of road operated by this company	.	1,210.03 "
Total miles of road operated by this company in New Hampshire	.	488.32 "

Number of stations in New Hampshire on all roads operated by this company	159
Number of telegraph offices in same	99
Number of stations on all roads owned by this company	156
Same in New Hampshire	34

EQUIPMENT.

	Owned by leased roads.	Owned.	Total.
Number of locomotives.....	212	229	441
Number of passenger cars.....	248	414	662
Number of parlor or sleeping cars.....	16	12	28
Number of baggage, mail, and express cars.....	45	84	129
Number of freight cars (basis of 8 wheels).....	4,047½	4,322½	8,370½
Number of other cars.....	238	167	405
Snow plows and ice cutters.....	21	41	62

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.....				1		1	8	58
Employees ..	1	3	8	18	9	21	31	157
Others.....	1		11	8	12	8	60	59

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE, FOR THE YEAR
ENDING JUNE 30, 1890, AS REPORTED TO THE RAILROAD
COMMISSIONERS.

July 21, 1889. — Joseph C. Porter, brakeman, fell between the cars and engine and was run over and instantly killed at West Andover.

August 14. — John Moran, trespasser, lying on the track, was run over and instantly killed at Dover.

September 3. — Fred A. Johnson, conductor, while standing on

top of train, was struck by projecting platform awning and knocked off car, receiving fatal injuries, at North Hampton.

September 30. — Daniel A. Darrah, a switchman, was struck by train and fatally injured at Concord.

October 14. — F. H. Chase, freight conductor, was struck by a projecting plank on passing train and somewhat injured at Windham Junction.

October 30. — Clarence Littlefield, brakeman, was thrown from top of car by the shock of the train breaking apart, and was run over and killed at Powwow.

November 2. — An unknown man was found dead on the track; presumably killed by passing train at Exeter.

November 5. — Rosco Foss attempted to cross between two cars at crossing as train started, and had his foot caught and crushed between draw-bars at Rochester.

November 7. — Daniel O. Nash, employé, was struck by train and slightly injured about the head at Hancock Junction.

November 12. — Mitchell Swett, trespasser, a deaf mute, walking on track was struck by train, receiving slight scalp wounds, at Bennington.

November 25. — Mrs. Albert F. Seavey, passenger, jumped from moving train, injuring her head and shoulders, at Great Falls.

December 7. — John Deignan, employé, while riding on engine fell off under the wheels and received fatal injuries at Nashua.

December 13. — Miss Etta Durgin, trespasser, walking on track, was run over and killed at Dover.

December 22. — C. A. Atkinson, brakeman, struck his head against overhead bridge, receiving slight scalp wounds, at Dover.

December 30. — G. E. Tibbitts, milkman, was killed, F. Harvey, a brakeman, had his arm broken, and William O'Neill, employé, his shoulder sprained, while riding on milk car, which by reason of brakes failing to hold came into collision with another car as train was being shifted at Derry.

January 2, 1890. — Charles Cotte, trespasser, while walking on track was struck by engine and instantly killed at Nashua.

January 2. — Amable Cote, trespasser, while walking on track was struck by train and fatally injured at Nashua.

January 8. — Martin Grady, employé, while coupling cars had his finger broken at Nashua.

January 9. — J. E. French, brakeman, had two fingers badly jammed while coupling cars at Dover.

January 11. — Arthur Blaisdeil, brakeman, had his thumb badly jammed while pulling a pin at Dover.

January 16. — Frank Boston, trespasser, attempting to cross track in front of train was struck by engine and injured about the head at Rochester.

January 18. — George F. Case, brakeman, while coupling cars had his arm jammed between draw-bars at Nashua.

January 22. — F. A. Lane, brakeman, struck his head against overhead bridge, receiving scalp wounds, at Dover.

January 25. — Edwin F. Seeley, brakeman, while coupling cars had his thumb taken off and two fingers jammed at Nashua.

January 30. — F. A. Barker, brakeman, while uncoupling engine had his hand jammed at Penacook.

February 6. — W. G. Bowen, brakeman, while coupling cars had his hand crushed at Nashua.

February 10. — H. A. Bliss, brakeman, while coaling engine fell and broke his arm at Nashua.

February 11. — Mrs. E. D. George, while driving across track at Newton Junction was struck by train and being thrown on to pilot was carried some distance, but escaped with slight cuts on her head.

February 26. — Mrs. Charles Cram, trespasser, while walking on track was struck by engine and fatally injured at Rollinsford.

March 1. — Byron H. Horne, trespasser, attempting to climb on engine in motion fell under the wheels and had one leg crushed at Rochester.

March 2. — George E. Cook attempted to cross track ahead of train and was struck by engine and killed at Seabrook.

March 5. — D. B. Murphy, brakeman, while coupling cars was caught between them, receiving a broken rib and bad bruises, at Nashua.

March 6. — William Burke, employé, while throwing a switch had his arm broken by the crank flying back at Nashua.

March 14. — William Meville, employé, while coupling cars had his finger crushed at Nashua Junction.

March 17. — I. Bonner, trespasser, in attempting to climb on to train, fell under the wheels and was fatally injured at West Lebanon.

March 27. — Henry E. Merrill, brakeman, while coupling cars had his thumb broken and hand bruised at Rochester.

April 28. — Thomas B. Dickerman, trespasser, while walking on track was struck by train and instantly killed at Concord.

April 30. — Flora Spinney, trespasser, attempting to go under a freight car had her leg crushed at Portsmouth.

May 12. — Fred Gagon, trespasser, while walking on track at Exeter was struck by engine and one rib broken.

May 15. — Elmer E. Huggett, employé, while coupling cars had two fingers crushed at Concord.

May 16. — John McIntyre, brakeman, while shifting had his foot caught and badly jammed between draw-bar and end of car at Exeter.

May 18. — Fred H. Dodge, employé, while riding on car step struck a crossing fence and was knocked off of car, injuring his hand somewhat, at Windham.

May 20. — John R. Murray, employé, fell between cars and was instantly killed at Sandown.

May 26. — The remains of Francis Hanlon were found lying side of track; when last seen was intoxicated, and was probably run over by passing train at Gonic.

June 5. — Cornelius Connors, section foreman, while walking on track was struck by engine and instantly killed at Rollinsford.

June 18. — Bert Willey, brakeman, fell from train and was fatally injured at Wolfeborough Junction.

June 22. — E. A. Hoffman, brakeman, fell from train and was run over and instantly killed at Penacook.

June 27. — George Cochrane and G. M. Ford, while driving near Ford's Crossing, at Dover Point, were struck by the train, Cochrane being fatally injured, and Ford receiving slight wounds on the head and arm.

GENERAL INFORMATION.

Maximum weight of locomotives in working order	58 tons.
Average " " " "	34 "
Maximum weight of tenders full of fuel and water	42½ "
Average " " " "	23 "
Maximum weight of passenger cars	28¾ "
Average " " " "	22 "
" " mail and baggage cars	19 "
" " 8-wheel box freight cars	9½ "
" " 4-wheel " " " "	4½ "
" " 8-wheel platform cars	7½ "
" " 4-wheel " " " "	3¾ "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	46½ feet.
Total length of heaviest engine and tender over all	58 "
Number of locomotives equipped with train brake .	242
[Kind of brake, Westinghouse automatic.]	

Number of cars equipped with train brake [Kind of brake, Westinghouse automatic.]	819
Number of passenger cars with Miller platform and buffer	772
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards *	12
Aggregate length of same for single track, 3,039 ft.	
Number of spans of stone bridges of 25 feet and upwards *	1
Aggregate length of same for double track 38 ft.	
Number of spans of iron bridges of 25 feet and upwards *	17
Aggregate length of same for single track 802 ft.	
“ “ “ double track 668 ft.	
Number of spans of timber bridges of 25 feet and upwards *	7
Aggregate length of same for single track 393 ft.	
Number of crossings of highways at grade * . . .	111
“ “ “ over railroad	12
“ “ “ under railroad	8
Number of highway bridges 18 feet above track .	2
Number of highway bridges less than 18 feet above track	10
Number of crossings at which gates or flagmen are maintained	20
Number of crossings at which there are neither signals nor flagmen *	91
Number of railroad crossings at grade: *	2
Concord & Montreal R. R. at South Newmarket Junction.	
Portland & Rochester R. R. at Rochester.	
Number of railroad crossings over other railroads: *	1
Western Division over Northern Division at Sal- mon Falls.	
Number of railroad crossings under other railroads: *	1
Northern Division under Western Division at Salmon Falls.	
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	2.006 cents.
Average rate of fare per mile received from pas- sengers to and from other roads	1.842 “

In New Hampshire, on miles of road owned. † Rates as per tariff.

Average rate of fare per mile for season-ticket passengers *	.740 cents.
Average rate of fare per mile received from all passengers	1.807 "
Average rate of local freight per ton per mile †	2.483 "
Average rate of freight per ton per mile received from freight to and from other roads	1.217 "
Average rate of freight per ton per mile received from all freight	1.706 "
CAPITAL STOCK.	
Capital stock authorized by charter and additional legislation in Massachusetts	\$21,297,743.80
Capital stock authorized by votes of company	16,297,743.80
Capital stock issued (number of shares, common, 101,806; preferred, 10,366); amount paid in	\$11,217,200.00
Capital stock paid in on shares not issued, Boston & Maine scrip, convertible into stock at par	142,529.92
Total amount paid in on Eastern and Portsmouth, Great Falls & Conway stocks, to be exchanged for Boston & Maine stock	4,938,013.88
Total amount paid in (as per books of the company)	16,297,743.80
Total number of stockholders:	5,892
Boston & Maine, common	3,902
Boston & Maine, preferred	114
Eastern, common	1,098
Eastern, preferred	428
Portsm'th, Gt. Falls & C'nw'y, common	350
Number of stockholders in New Hampshire:	1,057
Boston & Maine, common	1,002
Boston & Maine, preferred	7
Portsmouth, Great Falls & Conway, common	48
Amount of stock held in New Hampshire:	\$2,115,800.00
Boston & Maine, common	\$2,027,800
Boston & Maine, preferred	11,000
P'tsm'h, Gt. Falls & Conway, common ‡	77,000
DEBT.	
Funded debt, as follows:	
Bonds due January 1, 1893; rate of interest, 7 per cent	\$1,500,000.00

* Reckoning twelve passengers per week for time of each season ticket.

† Rates as per tariff.

‡ This stands on books at \$33.28 per share, that being its value in Boston & Maine stock, for which it will be exchanged.

Interest paid on same during year	\$108,027.50	
Bonds due January 1, 1894; rate of interest, 7 per cent		\$2,000,000.00
Interest paid on same during year	\$138,285.00	
Improvement bonds due February 2, 1905; rate of interest, 4 per cent		1,000,000.00
Interest paid on same during year	\$36,000.00	
Improvement bonds due February 1, 1907; rate of interest, 4 per cent		500,000.00
Interest paid on same during year	\$20,000.00	
Improvement bonds due February 1, 1937; rate of interest, 4 per cent		1,909,000.00
Interest paid on same during year	\$68,580.00	
Eastern R. R. Co. United States gold certificates of indebtedness due September 1, 1906; rate of interest, 6 per cent *		7,460,500.00
Eastern R. R. Co. pound sterling certificates of indebtedness due September 1, 1906 (£359,400); rate of interest, 6 per cent *		1,749,020.10
Eastern R. R. Co. United States gold scrip		.21
Eastern R. R. Co. debenture bonds due September 1, 1906; rate of interest, 4½ per cent		81,000.00
Portsmouth, Great Falls & Conway R. R. bonds due June 1, 1897; rate of interest, 4½ per cent†		998,000.00
Interest paid on same during June, 1890, \$20,430		
Portsmouth, Great Falls & Conway R. R. bonds due December 1, 1892; rate of interest, 4½ per cent		2,000.00
Essex R. R. bonds due September 15, 1891; rate of interest, 4½ per cent†		192,600.00
Essex R. R. bonds due September 15, 1876; rate of interest, 4½ per cent		1,800.00
Total amount of funded debt		\$17,393,920.31

NAMES AND RESIDENCES OF OFFICERS.

Frank Jones, *President*, Portsmouth, N. H.; James T. Furber, *Vice-President and General Manager*, Lawrence, Mass.; William J. Hobbs, *General Auditor*, Malden, Mass.; *Superintendents* — William Merritt, Western Division, Boston, Mass.; Winslow T. Perkins, Eastern Division, Dover, N. H.; John W. Sanborn, Northern Division, Wolfeborough Junction, N. H.; George W. Hurlburt, Worcester, Nashua & Portland Division, Worcester, Mass.; D. W. Sanborn, Southern Division, Somerville, Mass.; H. E. Folsom, Passumpsic Division, Lyndonville, Vt.; George E. Todd, Northern R. R., Concord, N. H.; D. J. Flanders, *General Passenger and Ticket Agent*, Malden, Mass.; W. F. Berry, *General Freight Agent*,

* Interest prior to June 30, paid by Eastern R. R. Co.

Interest prior to June 30, paid by Portsmouth, Great Falls & Conway R.R.

Winchester, Mass.; Amos Blanchard, *Treasurer*, Andover, Mass.; Herbert E. Fisher, *Assistant Treasurer*, Somerville, Mass.; Sigourney Butler, *Clerk of Corporation*, Quincy, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Frank Jones, Portsmouth, N. H.; George C. Lord, Newton, Mass.; Amos Paul, South Newmarket, N. H.; William S. Stevens, Dover, N. H.; Joseph S. Ricker, Deering, Me.; Richard Olney, William T. Hart, Asa P. Potter, Boston, Mass.; Samuel C. Lawrence, Medford, Mass.; James T. Furber, Lawrence, Mass.; A. W. Sulloway, Franklin, N. H.

PROPER ADDRESS OF THE COMPANY.

BOSTON & MAINE RAILROAD,
BOSTON, MASS.

FRANK JONES, *President*.

FRANK JONES,

AMOS PAUL,

SAMUEL C. LAWRENCE,

JOSEPH S. RICKER,

WILLIAM S. STEVENS,

RICHARD OLNEY,

ASA P. POTTER,

Directors.

AMOS BLANCHARD,

Treasurer.

JAMES T. FURBER,

Vice-President and General Manager.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. BOSTON, September 25, 1890. Then personally appeared Frank Jones, Amos Blanchard, and James T. Furber, above named, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

SIGOURNEY BUTLER,

Justice of the Peace.

REPORT

OF THE

EASTERN RAILROAD IN NEW HAMPSHIRE

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$22,613.50
Total expense (including taxes)	429.32
Net income	22,184.18
Dividends declared (4½ per cent)	22,162.50
Balance for the year	21.68
ANALYSIS OF EARNINGS.	
Rents for use of road	\$22,500.00
Income from all other sources	113.50
Total income from all sources	\$22,613.50
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$780,535.36
Cash	5,559.90
Total assets (as per books of the company)	\$786,095.26
LIABILITIES.	
Capital stock	\$492,500.00
Dividends unpaid	3,049.80
Profit and loss balance	290,545.46
Total liabilities (as per books of the company)	\$786,095.26

DESCRIPTION OF ROAD.	
Main line of road from New Hampshire state line to Maine state line	16.08 miles.
Main line of road in New Hampshire	16.08 "
Double track on main line	5.94 "
Same in New Hampshire	5.94 "
Sidings and other tracks not above enumerated	10.81 "
Same in New Hampshire	10.81 "
Total length of steel rails in tracks, not including steel-top rails	24.35 "
Number of stations in New Hampshire on all roads operated by this company	6
Number of stations on all roads owned by this company in New Hampshire	6
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards *	1
Aggregate length of same for single track 429 ft.	
Number of spans of iron bridges of 25 feet and upwards *	1
Aggregate length of same for double track 37 ft.	
Number of spans of timber bridges of 25 feet and upwards *	2
Aggregate length of same for single track 95 ft.	
Number of crossings of highways at grade *	16
" " " over railroad	5
" " " under railroad	1
Number of highway bridges less than 18 feet above track	5
Number of crossings at which gates or flagmen are maintained	12
Number of crossings at which electric signals are maintained *	4
Number of crossings at which there are neither signals nor flagmen *	1.
Number of railroad crossings at grade: *	1
Concord at Portsmouth.	
CAPITAL STOCK.	
Capital stock authorized by charter . . . \$500,000	
Capital stock authorized by votes of company 500,000	
Capital stock issued; amount paid in	\$492,500.00
Total number of stockholders 383	
Number of stockholders in New Hampshire 204	
Amount of stock held in New Hampshire \$315,700	

* In New Hampshire, on miles of road owned.

NAMES AND RESIDENCES OF OFFICERS.

Moody Currier, *President*, Manchester, N. H.; Edward A. Abbot, *Treasurer*, Concord, N. H.; W. H. Hackett, *Clerk of Corporation*, Portsmouth, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Moody Currier, Manchester, N. H.; Dexter Richards, Newport, N. H.; Edward L. Giddings, Beverly, Mass.; Edward A. Abbot, Samuel C. Eastman, Concord, N. H.; Wm. H. Goodwin, Boston, Mass.; Frank A. Philbrick, Rye, N. H.

PROPER ADDRESS OF THE COMPANY.

THE EASTERN RAILROAD IN NEW HAMPSHIRE,
52 OLIVER STREET, BOSTON, MASS.

WILLIAM H. GOODWIN,
SAMUEL C. EASTMAN,
EDWARD A. ABBOT,
Directors.
EDWARD A. ABBOT,
Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. December 11, 1890. Then personally appeared William H. Goodwin, Samuel C. Eastman, and Edward A. Abbot, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

WILLIAM L. WELCH,
Notary Public.

REPORT

OF THE

MANCHESTER & LAWRENCE RAIL- ROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$106,078.80
Total expense (including taxes)	7,107.42
Net income	98,971.38
Dividends declared (10 per cent)	100,000.00
Balance for the year (deficit)	1,028.62
Balance at commencement of year	118,917.92
Balance June 30, 1890	117,889.30
ANALYSIS OF EARNINGS.	
Rents for use of road	\$102,000.00
Income from all other sources, viz.:	4,078.80
Interest	\$4,078.80
Total income from all sources	\$106,078.80
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$1,637.50
Legal expenses	5,148.66
Stationery and printing and advertising	224.76
Contingencies and miscellaneous	96.50
Total operating expenses	\$7,107.42

BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road and equipment . . .	\$1,000,000.00
Telegraph	4,770.35
Hooksett Branch	18,000.00
Stock of Suncook Valley R. R. . .	42,040.00
Stock of Mount Washington R. R. .	3,700.00
Total permanent investments . . .	\$1,068,510.35
Cash	\$24,153.45
Concord, Manchester & Lawrence R. R.	32,000.00
Total cash assets	56,153.45
Total assets (as per books of the company) .	\$1,124,663.80
LIABILITIES.	
Capital stock	\$1,000,000.00
Unfunded debt, viz.:	6,774.50
Dividends unpaid	\$6,774.50
Profit and loss balance	117,889.30
Total liabilities (as per books of the company)	\$1,124,663.80
CAPITAL STOCK.	
Capital stock authorized by charter . .	\$1,000,000
Capital stock authorized by votes of company	1,000,000
Capital stock issued (number of shares, 10,000); amount paid in	\$1,000,000.00
Total number of stockholders	570
Number of stockholders in New Hampshire .	321
Amount of stock held in New Hampshire	\$609,600

NAMES AND RESIDENCES OF OFFICERS.

Charles A. Sinclair, *President*, Portsmouth, N. H.; Henry Chandler, *Treasurer*, Manchester, N. H.; Charles B. Gafney, *Clerk of Corporation*, Rochester, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Charles A. Sinclair, Portsmouth, N. H.; George B. Chandler, Herman F. Straw, Manchester, N. H.; Joseph C. Moore, Gilford, N. H.; John W. Sanborn, Wakefield, N. H.; Elisha B. Brown, Dover, N. H.; Wm. P. Fowler, Boston, Mass.

CHARLES A. SINCLAIR,
JOHN W. SANBORN,
G. B. CHANDLER,
E. R. BROWN,

Directors.

HENRY CHANDLER,

Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK SS. BOSTON, October 25, 1890. Then personally appeared Charles A. Sinclair, John W. Sanborn, G. B. Chandler, and E. R. Brown, a majority of the directors of the Manchester & Lawrence Railroad Company, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

WILLIAM P. FOWLER,

Justice of the Peace and Commissioner for the State of New Hampshire resident in the Commonwealth of Massachusetts.

REPORT

OF THE

NASHUA & LOWELL RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$91,089.74
Total expense (including taxes)	10,553.57
Net income	80,536.17
Interest accrued during year:	17,031.24
On funded debt \$17,000.00	
On other debt 31.24	
Dividends declared (9 per cent)	72,000.00
Balance for the year (deficit)	8,495.07
Balance at commencement of year	119,065.03
Balance June 30, 1890 (surplus)	110,569.96
ANALYSIS OF EARNINGS.	
Rents for use of road	\$73,000.00
Income from all other sources, viz.:	18,089.74
Interest on notes, \$300,000 \$17,000.00	
Interest on Union Loan & Trust stock 800.00	
Miscellaneous income 289.74	
Total income from all sources	\$91,089.74
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$1,585.00
Legal expenses	8,521.57
Contingencies and miscellaneous, adjustment of claims	447.00
Total operating expenses	\$10,553.57

BALANCE-SHEET, JUNE 30, 1890.

ASSETS.		
Cost of road	\$691,167.07	
Cost of equipment	218,242.95	
Total permanent investments		\$909,410.02
Cash	\$3,009.94	
Bills receivable	300,000.00	
Accrued interest on \$300,000 notes	5,000.00	
Sinking fund	11,111.50	
Total cash assets		319,121.44
Total assets (as per books of the company)		\$1,228,531.46
LIABILITIES.		
Capital stock		\$800,000.00
Funded debt		300,000.00
Unfunded debt, viz.:		17,961.50
Accrued interest on funded debt not yet payable	\$5,000.00	
Matured interest coupons	2,968.00	
Dividends unpaid, including due July 1	2,193.50	
Notes payable	7,800.00	
Profit and loss balance		110,569.96
Total liabilities (as per books of the company)		\$1,228,531.46
DESCRIPTION OF ROAD.		
Main line of road from Nashua to Lowell	14.500	miles.
" " in New Hampshire	5.250	"
" " in Massachusetts	9.250	"
Double track on main line	14.500	"
Same in New Hampshire	5.250	"
Total road belonging to this company	14.500	"
Sidings and other tracks not above enumerated	6.084	"
Same in New Hampshire	1.950	"
Total length of track, computed as single track	35.084	"
Same in New Hampshire	12.450	"
CAPITAL STOCK.		
Capital stock authorized by charter	\$800,000	
Capital stock issued (number of shares, 8,000); amount paid in		\$800,000.00
Total number of stockholders	393	
Number of stockholders in New Hampshire	187	
Amount of stock held in New Hampshire	\$247,400	

DEBT.	
Funded debt, as follows:	
Gold bonds due August 3, 1893; rate of interest, 6 per cent	\$200,000.00
Interest paid on same during year . . . \$12,000	
Bonds due July 1, 1900; rate of interest, 5 per cent	100,000.00
Interest paid on same during year . . . \$5,000	

NAMES AND RESIDENCES OF OFFICERS.

Francis A. Brooks, *President*, Boston, Mass. ; Jeremiah W. White, *Treasurer*, Nashua, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Francis A. Brooks, Gedney K. Richardson, Boston, Mass. ; Jeremiah W. White, William W. Bailey, Nashua, N. H. ; C. E. A. Bartlett, Chelmsford, Mass.

PROPER ADDRESS OF THE COMPANY.

NASHUA & LOWELL RAILROAD CORPORATION,
NASHUA, N. H.

J. W. WHITE,
Director.
J. W. WHITE,
Treasurer.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH ss. August 8, 1890. Then personally appeared J. W. White and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief

F. A. EATON,
Justice of the Peace.

REPORT

OF THE

PORTSMOUTH & DOVER RAILROAD COMPANY *

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$46,140.00
Net income	46,140.00
Dividends declared (6 per cent)	46,140.00
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$768,400.00
Total permanent investments	\$768,400.00
Cash	\$3,556.87
Bills receivable	600.00
Total cash assets	4,156.87
Total assets (as per books of the company)	\$772,556.87
LIABILITIES.	
Capital stock	\$769,000.00
Unfunded debt, viz.:	288.00
Dividends unpaid	\$288.00
Profit and loss balance	3,268.87
Total liabilities (as per books of the company)	\$772,556.87

*The Portsmouth & Dover Railroad is leased to the Eastern Railroad in New Hampshire at 6 per cent on \$769,000 per annum.

DESCRIPTION OF ROAD.	
Main line of road from Portsmouth to Dover . . .	10.88 miles.
Main line of road in New Hampshire . . .	10.88 "
Total road belonging to this company . . .	10.88 "
Sidings and other tracks not above enumerated . . .	1.85 "
Same in New Hampshire . . .	1.85 "
Total length of track, computed as single track . . .	12.73 "
Same in New Hampshire . . .	12.73 "
Total length of steel rails in tracks, not including steel-top rails . . .	5.12 "
[Weights per yard, 58 and 60 lbs.]	
Number of stations in New Hampshire on all roads operated by this company . . .	5
Number of stations on all roads owned by this company . . .	5
Same in New Hampshire . . .	5
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards* . . .	1
Aggregate length of same for single track . . . 94 ft.	
Number of spans of iron bridges of 25 feet and upwards* . . .	7
Aggregate length of same for single track . . . 620 ft.	
Number of crossings of highways at grade* . . .	10
" " " " over railroad . . .	1
Number of highway bridges less than 18 feet above track . . .	1
Number of crossings at which gates or flagmen are maintained . . .	4
CAPITAL STOCK.	
Capital stock authorized by charter . . . \$769,000	
Capital stock authorized by votes of company . . . 769,000	
Capital stock issued (number of shares, 7,690); amount paid in . . .	\$769,000.00
Total amount paid in as per books of the company . . .	769,000.00
Total number of stockholders . . . 150	
Number of stockholders in New Hampshire . . . 138	
Amount of stock held in New Hampshire . . . \$753,300	

* In New Hampshire, on miles of road owned.

NAMES AND RESIDENCES OF OFFICERS.

Frank Jones, *President*, Portsmouth, N. H. ; George L. Treadwell, *Treasurer*, Portsmouth, N. H. ; Calvin Page, *Clerk of Corporation*, Portsmouth, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Frank Jones, Daniel Marcy, Joseph A. Walker, Edmond G. Fay, Portsmouth, N. H. ; Joseph D. Guppy, Frank A. Christie, Benjamin F. Neally, Dover, N. H.

PROPER ADDRESS OF THE COMPANY.

PORTSMOUTH & DOVER RAILROAD,
PORTSMOUTH, N. H.

FRANK JONES, *President*.
GEORGE L. TREADWELL,
Treasurer.

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. August 6, 1890. Then personally appeared Frank Jones, a director and the president, and George L. Treadwell, the clerk of the Portsmouth & Dover Railroad, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

CALVIN PAGE,
Justice of the Peace.

REPORT

OF THE

PORTSMOUTH, GREAT FALLS & CON- WAY RAILROAD COMPANY *

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$78,006.95
Net income	78,006.95
Interest accrued during year:	22,500.00
On funded debt, 6 months' rental	\$22,500.00
Dividends declared on 5,990 shares:	55,407.50
6 per cent December 6, 1889	\$35,940.00
3¼ per cent May 15, 1890	19,467.50
Balance of stock held by trustees Eastern R. R. on which no dividend is payable	5,513
Balance for the year (surplus)	99.45
Balance at commencement of year	928.02
Balance June 30, 1890 (surplus)	1,027.47
ANALYSIS OF EARNINGS.	
Rents for use of road, 6 months' rental	\$22,500.00
Income from all other sources, viz.:	55,506.95
Interest on deposit at bank	\$99.45
Dividend on 5,990 shares, December 16, 1889, at 6 per cent	35,940.00
Dividend on 5,990 shares, May 15, 1890, at 3¼ per cent	19,467.50
Total income from all sources	\$78,006.95

* This company has sold its road, franchises, and property to the Boston & Maine Railroad, under an agreement ratified by the stockholders, dated May 9, 1890; the rental for the first six months of the year (\$22,500) being the full amount received from the B. & M. R. R., as the books were closed and accounts transferred May 31, 1890. This rental being paid semi-annually, we received the amount due for the first six months only.

ANALYSIS OF EXPENSES.	
The Portsmouth, Great Falls & Conway Railroad having been leased to the Eastern Railroad Company, and by them to the Boston & Maine Railroad, has now been purchased by the Boston & Maine Railroad, under date of May 9, 1890.	
BALANCE-SHEET, JUNE 30, 1890.*	
ASSETS.	
Cost of road	\$2,086,250.00
Cost of equipment	64,050.00
Total permanent investments	\$2,150,300.00
Cash	\$859.00
A. Blanchard, treasurer B. & M. R. R.	3,439.47
Total cash assets	4,298.47
Total assets (as per books of the company)	\$2,154,598.47
LIABILITIES.	
Capital stock	\$1,150,300.00
Funded debt	1,000,000.00
Unfunded debt, viz.:	3,271.00
Interest unpaid	\$2,407.50
Dividends unpaid	863.50
Profit and loss balance	1,027.47
Total liabilities (as per books of the company)	\$2,154,598.47
DESCRIPTION OF ROAD.	
Main line of road from Conway Junction to North Conway	72.86 miles.
Main line of road in New Hampshire	69.94 "
" " in Maine	2.92 "
Total road belonging to this company	72.86 "
Sidings and other tracks not above enumerated	12.77 "
Same in New Hampshire	11.13 "
Total length of track, computed as single track	85.63 "
Same in New Hampshire	81.07 "
Total length of steel rails in tracks, not including steel-top rails	60.05 "
[Weights per yard, 58, 60, and 63 lbs.]	
Number of stations on all roads owned by this company	18
Same in New Hampshire	17

*The amount of cash, \$859, as shown on balance-sheet, is retained by the treasurer of this company, to pay outstanding dividends of December 16, 1889, and May 15, 1890.

EQUIPMENT.

Equipment shown in the report of the Boston & Maine R. R.

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

See report of Boston & Maine R. R.

BRIDGES.

Number of trestle bridges of 25 feet and upwards *	11
Aggregate length of same for single track, 3,449 ft.	
Number of spans of iron bridges of 25 feet and upwards *	9
Aggregate length of same for single track 680 ft.	
Number of spans of timber bridges of 25 feet and upwards *	10
Aggregate length of same for single track 512 ft.	
Number of crossings of highways at grade *	68
" " " over railroad .	3
" " " under railroad .	5
Number of highway bridges 18 feet above track .	1
Number of highway bridges less than 18 feet above track .	2
Number of crossings at which gates or flagmen are maintained .	3
Number of railroad crossings at grade: *	1
Portland & Rochester Railroad at Rochester .	
Number of railroad crossings under other railroads: *	1
Boston & Maine Railroad, W. D., at Salmon Falls.	

CAPITAL STOCK.

Capital stock authorized by votes of company .	\$1,150,300	
Capital stock issued (number of shares, 11,503); amount paid in .		\$1,150,300.00
Total amount paid in (as per books of the company)		1,150,300.00
Total number of stockholders .	350	
Number of stockholders in New Hampshire .	48	
Amount of stock held in New Hampshire	\$77,000	

* In New Hampshire, on miles of road owned.

DEBT.	
Funded debt, as follows:	
Bonds due June 1, 1937; rate of interest, $4\frac{1}{2}$ per cent	\$1,000,000.00
Interest accrued on same during year \$22,500	
Total amount of funded debt	\$1,000,000.00

NAMES AND RESIDENCES OF OFFICERS.

Samuel C. Lawrence, *President*, Medford, Mass.; Frank Jones, *Vice-President*, Portsmouth, N. H.; Edward Lesley, *Treasurer*, Newburyport, Mass.; Wallace Hackett, *Clerk of Corporation*, Portsmouth, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Samuel C. Lawrence, Medford, Mass.; Frank Jones, Portsmouth, N. H.; Walter Hunnewell, Wellesley, Mass.; John W. Sanborn, Wakefield, N. H.; Ebenezer G. Wallace, Rochester, N. H.

PROPER ADDRESS OF THE COMPANY.

PORTSMOUTH, GREAT FALLS & CONWAY RAILROAD.

Treasurer's Office, EASTERN RAILROAD,
CAUSEWAY STREET, BOSTON, MASS.

FRANK JONES,
WALTER HUNNEWELL,
JOHN W. SANBORN,

Directors.

EDWARD LESLEY,

Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK SS. BOSTON, September 13, 1890. Then personally appeared Frank Jones, Walter Hunnewell, and John W. Sanborn, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

EDWARD LESLEY,

Justice of the Peace.

SUFFOLK SS. BOSTON, September 15, 1890. Then personally appeared Edward Lesley and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

C. E. A. BARTLETT,

Justice of the Peace.

REPORT

OF THE

WEST AMESBURY BRANCH RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$5,700.00
Total expense (including taxes)	486.19
Net income	5,213.81
Interest accrued during the year:	3,990.00
On funded debt \$3,990.00	
Dividends declared (1½ per cent)	855.00
Balance for the year (surplus)	368.81
Balance at commencement of year	263.12
Balance June 30, 1890 (surplus)	631.93
ANALYSIS OF EARNINGS.	
Rents for use of road	\$5,700.00
Total income from all sources	5,700.00
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$50.00
Stationery and printing . . . . .	.75
Contingencies and miscellaneous	2.27
Total operating expenses	\$53.02
Taxes, state	433.17
Total operating expenses and taxes	\$486.19

BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$114,000.00
Total permanent investments	\$114,000.00
Cash	\$667.43
Total cash assets	667.43
Total assets (as per books of the company)	\$114,667.43
LIABILITIES.	
Capital stock	\$57,000.00
Funded debt	57,000.00
Unfunded debt, viz.:	35.50
Interest unpaid	\$28.00
Dividends unpaid	7.50
Profit and loss balance	631.93
Total liabilities (as per books of the company)	\$114,667.43
DESCRIPTION OF ROAD.	
Main line of road from Merrimac to Newton, N. H.	4.45 miles.
" " in New Hampshire	2.32 "
" " in Massachusetts	2.13 "
Sidings and other tracks not above enumerated . . . . .	.49 "
Same in New Hampshire . . . . .	.38 "
Total length of track, computed as single track	4.94 "
Same in New Hampshire	2.70 "
CAPITAL STOCK.	
Capital stock authorized by charter	\$150,000
Capital stock authorized by votes of company	114,000
Capital stock issued (number of shares, 570) ; amount paid in	\$57,000.00
Total amount paid in (as per books of the company)	57,000.00
Total number of stockholders	27
Number of stockholders in New Hampshire	3
Amount of stock held in New Hampshire	\$15,700
DEBT.	
Funded debt, as follows:	
Bonds due July 1, 1893 ; rate of interest, 7 per cent	\$57,000.00
Interest paid on same during year	\$3,990.00
Total amount of funded debt	\$57,000.00

NAMES AND RESIDENCES OF OFFICERS.

William H. Haskell, *President*; Daniel J. Poore, *Treasurer*;
Daniel J. Poore, *Clerk of Corporation*.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

William H. Haskell, Benjamin F. Sargent, Albert Sargent, John
B. Judkins, Merrimac, Mass.; E. R. Brown, Dover, N. H.

PROPER ADDRESS OF THE COMPANY.

WEST AMESBURY BRANCH RAILROAD COMPANY,
MERRIMAC, MASS.

WILLIAM H. HASKELL,
B. F. SARGENT,
ALBERT SARGENT,
Directors.
DANIEL J. POORE,
Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

ESSEX SS. MERRIMAC, September 5, 1890. Then personally appeared William H. Haskell, B. F. Sargent, Albert Sargent, and D. J. Poore, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

O. E. LITTLE,
Notary Public.

REPORT

OF THE

WOLFEBOROUGH RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$2,190.00
Net income	2,190.00
Dividends declared (6 per cent) on 365 shares	2,190.00
Balance of 3,490 shares held by trustees of Eastern Railroad on which no dividend is payable.	
ANALYSIS OF EARNINGS.	
Rents for use of road	\$2,190.00
Total income from all sources	2,190.00
ANALYSIS OF EXPENSES.	
Leased to the Eastern Railroad Company for annual rental of \$6 per share (on 365 shares), payable semi-annually, and included in the lease of the Eastern Railroad to the Boston & Maine Railroad on the same terms.	
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$385,500
Total assets (as per books of the company)	\$385,500.00

LIABILITIES.	
Capital stock	\$885,500.00
Total liabilities (as per books of the company)	885,500.00
DESCRIPTION OF ROAD.	
Main line of road from Wolfeborough Junction to Wolfeborough	12.03 miles.
Main line of road in New Hampshire	12.03 "
Total roads belonging to this company	12.03 "
Sidings and other tracks not above enumerated	2.09 "
Same in New Hampshire	2.09 "
Total length of track, computed as single track	14.12 "
Same in New Hampshire	14.12 "
Number of stations on all roads owned by this company	4
Same in New Hampshire	4

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

See report of Boston & Maine R. R.

BRIDGES.	
Number of trestle bridges of 25 feet length and upwards *	5
Aggregate length of same for single track 383 ft.	
Number of spans of timber bridges of 25 feet and upwards *	2
Aggregate length of same for single track 62 ft.	
Number of crossings of highways at grade *	11
Number of crossings at which there are neither signals nor flagmen *	11
CAPITAL STOCK.	
Capital stock authorized by votes of company	\$385,500
Capital stock issued (number of shares, 3,855); amount paid in	\$385,500.00
Total number of stockholders	80
Number of stockholders in New Hampshire	63
Amount of stock held in New Hampshire	\$28,200

* In New Hampshire, on miles of road owned.

 NAMES AND RESIDENCES OF OFFICERS.

Samuel C. Lawrence, *President*, Medford, Mass.; Frank Jones, *Vice-President*, Portsmouth, N. H.; Edward Lesley, *Treasurer*, Newburyport, Mass.; John L. Peavey, *Clerk of Corporation*, Wolfeborough, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Samuel C. Lawrence, Medford, Mass.; Frank Jones, Portsmouth, N. H.; Walter Hunnewell, Wellesley, Mass.; John W. Sanborn, Wakefield, N. H.; Joseph L. Avery, Blake Folsom, Wolfeborough, N. H.; Amos Paul, South Newmarket, N. H.

PROPER ADDRESS OF THE COMPANY.

WOLFEBOROUGH RAILROAD.

Treasurer's Office, EASTERN RAILROAD, BOSTON, Mass.

FRANK JONES,
WALTER HUNNEWELL,
JOHN W. SANBORN,
AMOS PAUL,

Directors.

EDWARD LESLEY,

Treasurer.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK SS. BOSTON, September 13, 1890. Then personally appeared Frank Jones, Walter Hunnewell, John W. Sanborn, and Amos Paul, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

EDWARD LESLEY,

Justice of the Peace.

SUFFOLK SS. BOSTON, September 15, 1890. Then personally appeared Edward Lesley, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

C. E. A. BARTLETT,

Justice of the Peace.

REPORT

OF THE

WORCESTER, NASHUA & ROCHESTER RAILROAD COMPANY *

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$254,000.00
Total expense (including taxes)	1,777.64
Net income	252,121.44
Interest accrued during year:	85,927.44
On funded debt \$67,182.78	
On other debt 18,744.66	
Dividends declared (6 per cent) on 30,644 shares	183,864.00
Balance for the year (deficit)	17,670.00
Balance at commencement of year \$259,817.28	
Add on account of old claims 2,357.16	
Balance at commencement of year as so changed	262,174.44
Balance June 30, 1890 (deficit)	279,844.44

BALANCE-SHEET, JUNE 30, 1890.

ASSETS.	
Cost of road	\$4,138,584.99
Cost of equipment	415,336.03
Total permanent investments	\$4,553,921.02
Cash	\$1,617.08
Debit balances	4,004.81
Worcester, Nashua & Rochester Railroad stock	35,300.00

*This railroad is leased to and operated by the Boston & Maine Railroad.

Total cash assets	\$40,921.84
Profit and loss balance	279,844.44
Total assets (as per books of the company) .	\$4,874,687.30
LIABILITIES.	
Capital stock	\$3,099,800.00
Funded debt	1,540,000.00
Unfunded debt, viz. :	234,887.30
Interest unpaid \$725.00	
Notes payable 215,000.00	
Vouchers and accounts 641.47	
Accrued interest not due 18,520.83	
Total liabilities (as per books of the company)	\$4,874,687.30
DESCRIPTION OF ROAD.	
Main line of road from Worcester, Mass., to Rochester, N. H.	94.48 miles.
Main line of road in New Hampshire	55.02 "
" " in Massachusetts	39.46 "
Double track on main line	18.13 "
Total road belonging to this company	94.48 "
Sidings and other tracks not above enumerated	29.47 "
Same in New Hampshire	13.22 "
Total length of track, computed as single track	142.08 "
Same in New Hampshire	68.24 "
Total length of steel rails in tracks, not including steel-top rails	89.00 "
[Weights per yard, 58 to 60 lbs.]	
EQUIPMENT.	
The rolling stock is leased to the Boston & Maine Railroad.	
BRIDGES.	
Number of trestle bridges of 25 feet length and upwards*	14
Aggregate length of same for single track 1,398.14 ft.	
Number of spans of iron bridges of 25 feet and upward*	2

* In New Hampshire, on miles of road owned.

Aggregate length of same for single track	54 ft.	
Number of spans of timber bridges of 25 feet and upwards *		13
Aggregate length of same for single track	362 ft.	
Number of crossings of highways at grade *		98
" " " over railroad		3
" " " under railroad		2
Number of highway bridges 18 feet above track		3
Number of highway bridges less than 18 feet above track		2
Number of crossings at which gates or flagmen are maintained		7
Number of crossings at which there are neither signals nor flagmen *		91
Number of railroad crossings at grade: . . .		4
Nashua & Lowell in Nashua.		
Nashua & Acton in Nashua.		
Manchester & Lawrence in Windham.		
Portsmouth & Concord in Epping.		
CAPITAL STOCK.		
Capital stock authorized by charter	\$3,600,000	
Capital stock authorized by votes of company	3,099,800	
Capital stock issued (number of shares, 30,998); amount paid in		\$3,099,800.00
Total amount paid in (as per books of the company)		3,099,800.00
Total number of stockholders	825	
Number of stockholders in New Hampshire	187	
Amount of stock held in New Hampshire	\$757,100	
DEBT.		
Funded debt, as follows:		
Mortgage bonds due April 1, 1893; rate of interest, 5 per cent		\$250,000.00
Interest paid on same during year	\$12,500.00	
Mortgage bonds due April 1, 1894; rate of interest, 5 per cent		565,000.00
Interest paid on same during year	\$27,650.00	
Mortgage bonds due February 1, 1895; rate of interest, 5 per cent		400,000.00
Interest paid on same during year	\$20,000.00	
Mortgage bonds due January 1, 1906; rate of interest, 4 per cent		150,000.00
Interest paid on same during year	\$6,000.00	
Mortgage bonds due January 1, 1930; rate of interest, 4 per cent		175,000.00
Interest paid on same during year	\$432.78	
Total amount of funded debt		\$1,540,000.00

* On miles of road owned in New Hampshire.

NAMES AND RESIDENCES OF OFFICERS.

James P. Cook, *President*, Salem, Mass. ; Elijah B. Stoddard, *Auditor*, Worcester, Mass. ; T. W. Hammond, *Treasurer and Clerk of Corporation*, Worcester, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

James P. Cook, Salem, Mass. ; Charles A. Sinclair, Frank Jones, Portsmouth, N. H. ; George C. Lord, Newton, Mass. ; Elijah B. Stoddard, Worcester, Mass. ; George W. Armstrong, Brookline, Mass. ; Frank A. McKean, John A. Spalding, Charles Holman, Nashua, N. H.

PROPER ADDRESS OF THE COMPANY.

WORCESTER, NASHUA & ROCHESTER RAILROAD
COMPANY,
WORCESTER, MASS.

JAMES P. COOK,
E. B. STODDARD,
GEORGE W. ARMSTRONG,
J. A. SPALDING,
FRANK A. MCKEAN,
Directors.
T. W. HAMMOND, *Treasurer.*

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH SS. NASHUA, N. H., August 25, 1890. Then personally appeared J. A. Spalding and Frank A. McKean, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

W. E. SPALDING,
Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. September 3, 1890. Then personally appeared James P. Cook, George W. Armstrong, and T. W. Hammond, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

HENRY T. GOOLD,

Justice of the Peace.

WORCESTER ss. August 26, 1890. Then personally appeared E. B. Stoddard and T. W. Hammond, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

J. STEWART BROWN,

Justice of the Peace.

REPORT

OF THE

CHESHIRE RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$645,828.89
Total expense (including taxes)	451,621.63
Net income	194,207.26
Rentals :	31,917.43
Miscellaneous income, interest, etc.	\$31,917.43
Interest accrued during year:	126,538.49
On funded debt	\$48,000.00
Taxes	26,310.88
On other debt	1,227.61
Rent V. & M. Div., F. R. R.	51,000.00
Balance for the year	99,586.20
Balance at commencement of year (surplus)	\$48,361.91
Deduct deficit for year ending June 30, 1890	26,413.80
Balance June 30, 1890 (surplus)	21,948.11
Deduct dividend (6 per cent)	\$126,000.00
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$54,635.13
From through passengers (to and from other roads over and beyond this road)	130,818.06
From express and extra baggage	7,500.00
From mails	9,943.48
Total earnings from passenger department	202,896.67

* Including passengers to and from other roads starting from or stopping at stations on this road.

From local freight (all freight starting from or stopping at any station on this road) *	\$23,050.07
From through freight (to and from other roads over and beyond this road)	419,882.15
Total earnings from freight department	442,932.22
Total transportation earnings	645,828.89
Income from all other sources, viz.:	31,917.43
Interest	\$10,049.00
Miscellaneous	21,868.43
Total income from all sources	\$677,746.32

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	\$16,708.24
Legal expenses	675.50
Insurance	1,479.12
Stationery and printing	3,458.02
Outside agencies and advertising	3,513.58
Contingencies and miscellaneous	3,100.82
Repairs of bridges (including culverts and cattle-guards)	3,810.88
Repairs of buildings	6,135.40
Repairs of fences, road-crossings, and signs	634.03
Renewal of rails	2,973.34
Renewal of ties	14,271.71
Repairs of roadbed and track	34,946.58
Repairs of locomotives	29,731.95
Fuel for locomotives	109,316.43
All other supplies for locomotives	6,083.92
Water supply	682.54
Oil and waste, included in train and station supplies.	
Locomotive service †	49,497.86
Repairs of passenger cars	6,956.32
Passenger-train service †	9,558.06
Passenger-train supplies	2,521.02
Mileage passenger cars †	1,782.50
Repairs of freight cars	18,722.52
Freight-train service †	39,676.64
Freight-train supplies	2,775.82
Mileage freight cars †	38,135.29
Telegraph expenses	4,086.16
Loss and damage, freight and baggage	254.85
Loss and damage, property and cattle	200.00
Personal injuries	2,930.75
Agents' and station service †	34,339.80
Station supplies	2,661.98
Total operating expenses	\$451,621.63

*Including freight to and from other roads starting from or stopping at stations on this road.

† Salaries and wages.

‡ Debit balances.

PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Superstructure, including rails	\$20,272.52
Passenger and freight stations, wood-sheds, and water-stations	3,700.00
Engineering, agencies, salaries, and other expenses during construction	3,749.27
Total for construction	\$27,721.79
Locomotives (4)	33,800.00
Passenger, mail, and baggage cars (2) *	16,683.00
Freight and other cars	11,200.00
Total charges to property accounts	\$89,404.79
Net addition to property accounts for the year	89,404.79
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road and equipment . . . \$2,836,265.01	
Total permanent investments	\$2,836,265.01
Cash	\$53,152.79
Bills receivable	236,309.19
Materials and supplies	99,536.89
Total cash assets	\$388,998.87
Total assets (as per books of the company) .	\$3,242,577.47
LIABILITIES.	
Capital stock	\$2,153,300.00
Funded debt	800,000.00
Unfunded debt, viz.:	267,329.36
Interest unpaid	\$1,865.36
Dividends unpaid	279.00
Notes payable	240,000.00
Vouchers and accounts	25,185.00
Profit and loss balance (surplus)	21,948.11
Total liabilities (as per books of the company)	\$3,242,577.47
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	189,363
Freight-train mileage	517,989
Total revenue train mileage	707,302

* Including \$5,635, for steam heating.

Switching-train mileage	63,055
Other train mileage	23,800
Total train mileage	794,157
Number of local passengers (including season)	120,351
Number of through passengers (to and from other roads going over and beyond this road)	97,132
Total number of passengers carried	217,483
Local passenger mileage (local passengers carried one mile)	2,125,828
Through passenger mileage (through passengers carried one mile)	4,138,882
Total passenger mileage	6,264,710
Number tons local freight	23,692
Number tons through freight (to and from other roads going over and beyond this road)	835,692
Total number tons freight carried	859,384
Local freight mileage (tons local freight carried one mile)	522,948
Through freight mileage (tons through freight carried one mile) *	47,717,115
Total freight mileage	48,240,063
Average number of persons employed	424

DESCRIPTION OF ROAD.

Main line of road from Bellows Falls, Vt., to Ashburnham Junction, Mass.	53.62 miles ^s .
Main line of road in New Hampshire	42.81 "
" " in Massachusetts	10.81 "
Total road belonging to this company	53.62 "
Sidings and other tracks not above enumerated	20.32 "
Same in New Hampshire	16.93 "
Total length of track, computed as single track	73.94 "
Same in New Hampshire	59.74 "
Total length of steel rails in tracks, not including steel-top rails	53.62 "
[Weights per yard, 60 and 72 lbs.]	

Roads and Branches belonging to other Companies, operated by this Company under lease or contract.

Monadnock R. R., length	15.82 miles.
Fitchburg R. R., Ashburnham Junction to Fitchburg, length	10.39 "
Total length of above roads	26.21 "
" " " in New Hampshire	13.75 "
" " " in Massachusetts	12.46 "
Total miles of road operated by this company	64.01 "

* Carried to and from other roads.

Total miles of road operated by this company in New Hampshire	42.81 miles.
Number of stations in New Hampshire on all roads operated by this company	14
Number of telegraph offices in same	10
Number of stations on all roads owned by this company	16
Same in New Hampshire	13
EQUIPMENT.	
Number of locomotives	34
Number of passenger cars	29
Number of baggage, mail, and express cars	11
Number of freight cars (basis of 8 wheels)	506
Number of other cars	38

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers								
Employees..	2		4	1	6	1	7	2
Others			3	2	3	2	3	2

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

September 21, 1889. — Martin Hynes, run over on track near engine-house, Keene, and killed; was a trespasser.

October 8. — Charles E. Fowle, fireman, looking out of cab window near Westmoreland, head struck car on side track; soon recovered.

October 19. — Clark Stebbens, a trespasser on track at Keene, run over, lost an arm and bruised his head.

November 3. — Walter Cooper, a deaf man, walking on track near Westmoreland, struck by train, ankle fractured.

December 23. — Harvey Field, brakeman, fell from train near Fitzwilliam and was killed.

January 6, 1890. — Sidney Slate, engineer, and Charles W. Gib-

son, fireman, near Westmoreland, both killed by head collision of freight trains.

January 21. — David Higgins, brakeman, killed near Westmoreland while shackling cars.

January 24. — Arthur Begoin, a trespasser, struck by freight train in Keene yard and killed.

February 26. — At Fitzwilliam, Morris Mahony, a trespasser on a train, jumped from a freight train, was run over and killed.

March 19. — Edward Duffy, brakeman, fell between the cars of a moving freight train at Westmoreland and was killed.

March 25. — John Hussey, freight brakeman, killed in Keene yard while shackling cars.

GENERAL INFORMATION.

Maximum weight of locomotives in working order.	48	tons.
Average " " " "	34	"
Maximum weight of tenders full of fuel and water.	25	"
Average " " " "	19	"
Maximum weight of passenger cars	20	"
Average " " " "	18	"
" " mail and baggage cars	13.5	"
" " 8-wheel box freight cars	9.5	"
" " 8-wheel platform cars	7.5	"
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	46½	feet.
Total length of heaviest engine and tender over all.	55	"
Number of locomotives equipped with train brake.	8	
[Kind of brake, Westinghouse.]		
Number of cars equipped with train brake	40	
[Kind of brake, Westinghouse.]		
Number of passenger cars with Miller platform and buffer	40	
Number of miles of road operated by this company not furnished with telegraph facilities:	16	miles.
From Peterborough, N. H., to Winchendon, Mass.		
Charges for the transportation of company's supplies, at the rate of ½ cent per ton per mile, are included in the earnings as reported for this road.		

BRIDGES.

Number of spans of stone bridges of 25 feet and upwards *	1
Number of spans of iron bridges of 25 feet length and upwards *	2
Number of spans of timber bridges of 25 feet and upwards *	11

Number of crossings of highways at grade *	33
" " " over railroad	6
" " " under railroad	5
Number of highway bridges 18 feet above track	8
Number of crossings at which gates or flagmen are maintained	2
Number of crossings at which there are neither signals nor flagmen *	31
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	2.56 cents.
Average rate of fare per mile received from passengers to and from other roads	3.16 "
Average rate of fare per mile for season-ticket passengers ‡	1.51 "
Average rate of fare per mile received from all passengers	2.96 "
Average rate of local freight per ton per mile †	4.40 "
Average rate of freight per ton per mile received from freight to and from other roads . . . . .	.88 "
Average rate of freight per ton per mile received from all freight . . . . .	.92 "
CAPITAL STOCK.	
Total amount paid in (as per books of the company)	\$2,153,300.00
Total number of stockholders 515	
Number of stockholders in New Hampshire 38	
Amount of stock held in New Hampshire, \$350,600	
DEBT.	
Funded debt, as follows:	
Bonds due July 1, 1896; rate of interest, 6 per cent	\$250,000.00
Interest paid on same during year \$15,000.00	
Bonds due July 1, 1898; rate of interest, 6 per cent	550,000.00
Interest paid on same during year \$33,000.00	
Total amount of funded debt	\$800,000.00

NAMES AND RESIDENCES OF OFFICERS.

Wm. A. Russell, *President*, Lawrence, Mass.; Edward C. Thayer, *Vice-President*, Keene, N. H.; R. Stewart, *General Manager*, Keene,

* In New Hampshire, on miles of road owned. † Rates as per tariff.

‡ Reckoning twelve passengers per week for each season ticket.

N. H.; J. W. Dodge, *General Freight Agent*, Keene, N. H.; F. H. Kingsbury, *General Passenger Agent*, Keene, N. H.; F. H. Kingsbury, *Treasurer*, Keene, N. H.; R. Stewart, *Clerk of Corporation*, Keene, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Wm. A. Russell, George W. Russell, Lawrence, Mass.; Edward C. Thayer, De Los C. Ball, Keene, N. H.; Wm. H. Hill, Brookline, Mass.; Hales W. Suter, A. N. Burbank, Boston, Mass.

PROPER ADDRESS OF THE COMPANY.

CHESHIRE RAILROAD COMPANY,
KEENE, N. H.

WM. A. RUSSELL,
EDWARD C. THAYER,
WILLIAM H. HILL,
A. N. BURBANK,
Directors.
F. H. KINGSBURY,
Treasurer.
R. STEWART,
Superintendent.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. October 10, 1890. Then personally appeared Wm. A. Russell, Edward C. Thayer, Wm. H. Hill, A. N. Burbank, F. H. Kingsbury, R. Stewart, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEORGE O. G. COALE,
Notary Public.

REPORT

OF THE

MONADNOCK RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$12,455.11
Total expense (including taxes)	513.50
Net income	11,941.61
Interest accrued during year:	2,400.00
On funded debt	\$2,400.00
Balance for the year	6,000.00
Balance at commencement of year	3,530.26
Balance June 30, 1890	3,541.61
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$371,701.76
Stock (non-paying)	3,090.00
Total permanent investments	\$374,791.76
Cash	\$3,541.61
Total cash assets	3,541.61
Total assets (as per books of the company)	\$378,333.37
LIABILITIES.	
Capital stock	\$205,400.00
Funded debt	48,000.00
Profit and loss balance	124,933.37
Total liabilities (as per books of the company)	\$378,333.37

DESCRIPTION OF ROAD.	
Main line of road	15.800 miles.
“ “ in New Hampshire	13.762 “
“ “ in Massachusetts	2.038 “
Total length of road owned by company in New Hampshire	13.762 “
Total length of road owned by company in Massachusetts	2.038 “
Sidings and other tracks not above enumerated . . . . .	.700 “
Total length of track, computed as single track	16.500 “
[Weights per yard, 50 lbs.]	
Total miles of road operated by this company	15.800 “
Total miles of road operated by this company in New Hampshire	13.762 “
Number of stations in New Hampshire on all roads operated by this company	4
Number of stations on all roads owned by this company	5
Same in New Hampshire	4
BRIDGES.	
Number of highway crossings at grade *	11
CAPITAL STOCK.	
Capital stock authorized by charter . . . \$350,000	
Capital stock authorized by votes of company 250,000	
Capital stock issued; amount paid in	\$205,400.00
Total amount paid in (as per books of the company)	205,400.00
Total number of stockholders 5	
Number of stockholders in New Hampshire 3	
Amount of stock held in New Hampshire, † \$103,000	
DEBT.	
Funded debt, as follows:	
Bonds due; rate of interest, 5 per cent	\$48,000.00
Interest paid on same during year . . . \$2,400.00	
Total amount of funded debt	\$48,000.00

NAMES AND RESIDENCES OF OFFICERS.

Henry K. French, *President*; Peter Upton, *Auditor*; John H. Cutler, *Treasurer*; John H. Cutler, *Clerk of Corporation*.

* In New Hampshire, on miles of road owned. † 54 shares non-paying.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Henry K. French, Peterborough, N. H. ; Rodney Wallace, Fitchburg, Mass. ; Edward C. Thayer, Keene, N. H. ; Henry S. Marcy, Boston, Mass. ; John H. Fairbank, Winchendon, Mass. ; Peter Upton, Oscar H. Bradley, East Jaffrey, N. H.

PROPER ADDRESS OF THE COMPANY.

MONADNOCK RAILROAD COMPANY,
PETERBOROUGH, N. H.

HENRY K. FRENCH,
For the Directors.
JOHN H. CUTLER,
Treasurer.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH ss. August 25, 1890. Then personally appeared Henry K. French and John H. Cutler, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

JOHN R. MILLER,
Justice of the Peace.

REPORT

OF THE

LESSEES OF THE MONADNOCK RAIL- ROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$41,919.10
Total expense (including taxes)	28,340.36
Net income	13,578.74
Rentals:	12,000.00
Monadnock Railroad	\$12,000.00
Balance June 30, 1890	1,578.74
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$4,669.48
From through passengers (to and from other roads over and beyond this road)	7,499.75
From express and extra baggage	1,000.00
From mails	935.60
Total earnings from passenger department	14,104.83
From local freight (all freight starting from or stop- ping at any station on this road) *	5,877.56
From through freight (to and from other roads over and beyond this road)	20,984.04
Total earnings from freight department	26,861.60
Total transportation earnings	40,966.43
Income from all other sources, viz.:	952.67
Rents, labor, etc.	\$952.67
Total income from all sources	\$41,919.10

* Including passengers and freight to and from other roads starting from stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$1,200.00
Stationery and printing	300.00
Outside agencies and advertising	20.00
Contingencies and miscellaneous	16.20
Repairs of buildings	118.65
Repairs of fences, road-crossings, and signs	182.17
Renewal of rails	670.95
Renewal of ties	4,255.29
Repairs of roadbed and track	7,894.05
Repairs of locomotives	686.49
Fuel for locomotives	3,688.32
Water supply	107.50
Locomotive service *	1,845.35
Repairs of passenger cars	688.89
Passenger-train service *	1,163.83
Passenger-train supplies	26.70
Repairs of freight cars	39.43
Freight-train service *	1,002.71
Freight-train supplies	5.00
Telegraph expenses	12.00
Loss and damage, freight and baggage	19.52
Agents' and station service *	2,482.00
Station supplies	184.69
Total operating expenses	\$26,609.74
Taxes, state }	1,730.62
Taxes, local {	
Total operating expenses and taxes	\$28,340.36
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	15,720
Freight-train mileage	14,248
Total revenue train mileage	29,968
Switching-train mileage	2,700
Other train mileage	1,300
Total train mileage	33,968
Number of local passengers (including season)	19,206
Number of through passengers (to and from other roads going over and beyond this road)	12,549
Total number of passengers carried	31,755
Local passenger mileage (local passengers carried one mile)	182,190
Through passenger mileage (through passengers carried one mile)	152,372
Total passenger mileage	334,562
Number tons local freight	4,682

* Salaries and wages.

Number tons through freight (to and from other roads going over and beyond this road) . . .	48,451
Total number tons freight carried . . .	53,133
Local freight mileage (tons local freight carried one mile) . . .	50,647
Through freight mileage (tons through freight carried one mile) * . . .	703,025
Total freight mileage . . .	753,672
Average number of persons employed . . .	25
DESCRIPTION OF ROAD.	
Main line of road from Peterborough to Winchendon . . .	15.800 miles.
Main line of road in New Hampshire . . .	13.762 "
" " in Massachusetts . . .	2.038 "
Sidings and other tracks not above enumerated . . .	1.200 "
Same in New Hampshire . . .	1.200 "
Total length of track, computed as single track . . .	16.920 "
Same in New Hampshire . . .	14 880 "
Total length of steel rails in tracks, not including steel-top rails . . .	7.000 "
[Weight per yard, 50 and 60 lbs.] . . .	
GENERAL INFORMATION.	
Number of miles of road operated by this company not furnished with telegraph facilities: . . .	15.80 miles.
From Peterborough to Winchendon.	
Charges for the transportation of company's supplies, at the rate of $\frac{1}{2}$ cent per ton per mile, are included in the earnings as reported for this road.	
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company † . . .	3.390 cents.
Average rate of fare per mile received from passengers to and from other roads . . .	4.100 "
Average rate of fare per mile received from all passengers . . .	3.640 "
Average rate of local freight per ton per mile † . . .	11.610 "
Average rate of freight per ton per mile received from freight to and from other roads . . .	2.950 "
Average rate of freight per ton per mile received from all freight . . .	4.095 "

* Carried to and from other roads.

† Rates as per tariff.

WM. A. RUSSELL,
EDWARD C. THAYER,
WILLIAM H. HILL,
A. N. BURBANK,

Directors.

F. H. KINGSBURY,

Treasurer.

R. STEWART,

Superintendent.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. October 10, 1890. Then personally appeared Wm. A. Russell, Edward C. Thayer, William H. Hill, A. N. Burbank, F. H. Kingsbury, R. Stewart, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEORGE O. G. COALE,

Notary Public.

REPORT

OF THE

FITCHBURG RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.		
Total income		\$6,259,533.33
Total expense (including taxes)		4,525,605.84
Net income		1,733,927.49
Rentals:		271,980.00
Vermont & Mass. R. R.	\$244,580.00	
Southern Vermont R. R.	12,000.00	
Troy & Bennington R. R.	15,400.00	
Interest accrued during year:		807,416.44
On funded debt	\$799,153.00	
On other debt	8,263.44	
Dividends declared (2 per cent)		261,835.60
Balance for the year (surplus)	\$392,695.45	
Balance at commencement of year	286,213.19	
		678,908.64
Deduct:		
Bleachery fire award	\$252,871.34	
Railroad commissioners' award	7,891.94	
Coyle claim	6,202.35	
Lancaster R. R.	17,635.51	
B., H. T. & W. R. R.	14,990.00	
	\$299,591.14	
Surplus for nine months to June 30, 1890, carried to credit of improvement fund	96,645.02	
Balance June 30, 1890 (surplus)		396,236.16
		282,672.48

ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$440,569.67
From through passengers (to and from other roads over and beyond this road)	1,315,195.10
From express and extra baggage	163,472.16
From mails	47,384.34
From other sources, passenger department	28,472.96
Total earnings from passenger department	1,995,094.23
From local freight (all freight starting from or stopping at any station on this road) *	1,022,489.38
From through freight (to and from other roads over and beyond this road)	2,857,762.56
From other sources, freight department	81,523.78
Total earnings from freight department	3,961,775.72
Total transportation earnings	5,956,869.95
Rents for use of roads	58,500.00
Income from all other sources, viz.:	244,163.38
Rent of property	\$42,660.49
Elevator, wharves, etc.	184,644.89
Miscellaneous	16,858.00
Total income from all sources	\$6,259,533.33
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$163,452.52
Legal expenses	15,883.35
Insurance	25,098.54
Stationery and printing	36,094.40
Outside agencies and advertising	68,483.58
Contingencies and miscellaneous	40,142.40
Repairs of bridges (including culverts and cattle-guards)	55,288.57
Repairs of buildings	162,605.13
Repairs of fences, road-crossings, and signs	19,824.00
Renewal of rails	110,307.62
Renewal of ties	114,362.96
Repairs of roadbed and track	429,178.80
Repairs of locomotives	266,149.38
Fuel for locomotives	515,526.12
Water supply	26,009.60
Oil and waste	28,172.62
Locomotive service †	472,555.63
Repairs of passenger cars	105,580.97
Passenger-train service †	144,302.20
Passenger-train supplies	15,593.67

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

† Salaries and wages.

Mileage passenger cars *	\$26,322.70
Repairs of freight cars	296,924.74
Freight-train service †	405,748.42
Freight-train supplies	21,968.32
Mileage freight cars *	78,177.43
Telegraph expenses	63,739.86
Loss and damage, freight and baggage	9,787.78
Loss and damage, property and cattle	7,500.13
Personal injuries	42,044.61
Agents' and station service †	548,247.23
Station supplies	34,934.68
Total operating expenses	\$4,350,007.96
Taxes, state }	
Taxes, local }	175,597.88
Total operating expenses and taxes	\$4,525,605.84

PROPERTY ACCOUNTS: CHARGES AND CREDITS
DURING THE YEAR.

Land, land damages, and fences (credit)	\$730.44
Engine-houses, car-sheds, and turn-tables	14,958.05
Machine-shops	57,278.03
Purchase of other roads:	1,900.00
T. & G. R. R. and H. T. \$400	
B., H. T. & W. R. R. 1,500	
Shops, machinery, and tools	4,331.19
New freight yards	14,641.54
Docks and elevators	9,893.25
Construction not apportioned	77,894.89
Total for construction	\$180,166.51
Locomotives and steam-heating	\$94,991.66
Passenger, mail, and baggage cars and steam heating	14,658.24
Freight and other cars and steam heating	84,054.27
Total for equipment	\$193,704.17
Total charges to property accounts	373,870.68
Net addition to property accounts for the year	373,870.68

BALANCE-SHEET, JUNE 30, 1890.

ASSETS.

Cost of road	\$33,525,312.86
Cost of equipment	3,733,601.16
Bonds Boston, Barre & Gardner R. R.	90,600.00

* Debit balances.

† Salaries and wages.

Vermont & Massachusetts improvements	\$1,491,000.54	
Total permanent investments		\$38,840,514.56
Cash	\$557,312.91	
Bills receivable	109,265.00	
Due from agents and companies	985,788.42	
Materials and supplies	765,663.48	
Debit balances	553,376.00	
Total cash assets		2,971,405.81
Total assets (as per books of the company)		\$41,811,920.37
LIABILITIES.		
Capital stock		\$20,775,100.00
Funded debt		18,534,600.00
Unfunded debt, viz.:		2,122,902.87
Accrued taxes not due	\$109,149.40	
Interest unpaid	11,665.50	
Accrued interest not due	229,927.33	
Dividends unpaid	262,433.80	
Notes payable	780,000.00	
Accrued rentals not due	64,645.00	
Vouchers and accounts	665,081.84	
Improvement fund		96,645.02
Profit and loss balance (surplus)		282,672.48
Total liabilities (as per books of the company)		\$41,811,920.37
MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		1,893,601
Freight-train mileage		2,482,579
Total revenue train mileage		4,376,180
Switching-train mileage		1,205,842
Other train mileage		59,334
Total train mileage		5,641,356
Number of season-ticket passengers *	343,046	
Number of local passengers (including season)		5,480,847
Number of through passengers (to and from other roads going over and beyond this road)		414,355
Total number of passengers carried		5,895,202
Local passenger mileage (local passengers carried one mile)		70,379,893
Through passenger mileage (through passengers carried one mile)		21,325,141
Total passenger mileage		91,705,034
Number tons local freight		989,258

* Reckoning twelve passengers per week for time of each season ticket.

Number tons through freight (to and from other roads going over and beyond this road) . . .	2,982,060
Total number tons freight carried . . .	3,971,318
Local freight mileage (tons local freight carried one mile) . . .	41,715,948
Through freight mileage (tons through freight carried one mile) * . . .	348,363,874
Total freight mileage . . .	390,079,822
Average number of persons employed . . .	4,487

DESCRIPTION OF ROAD.

Main line of road from Boston to Fitchburg and from Greenfield to Troy and Rotterdam . . .	189.96 miles.
Main line of road in New York . . .	89.47 "
" " in Vermont . . .	6.49 "
" " in Massachusetts . . .	94.00 "
Double track on main line . . .	100.56 "
Branches owned by this company, viz.:	
Ice track, Boston (double track) . . .	.68 "
Watertown (single track) . . .	8.26 "
Marlborough (single track) . . .	12.42 "
Peterborough & Shirley (single track) . . .	23.62 "
Worcester (single track) . . .	36.00 "
Ashburnham (single track) . . .	2.59 "
Saratoga & Schuylerville (single track) . . .	25.52 "
Total length of branches owned by company . . .	109.09 "
Total length of branches owned by this company in New Hampshire . . .	9.47 "
Total length of branches owned by this company in Massachusetts . . .	74.10 "
Total length of branches owned by this company in New York . . .	25.52 "
Double track on branches . . .	.68 "
Total road belonging to this company . . .	299.05 "
Sidings and other tracks not above enumerated . . .	188.48 "
Total length of track, computed as single track . . .	588.77 "
Same in New Hampshire . . .	9.47 "
Total length of steel rails in tracks, not including steel-top rails . . .	478.00 "
[Weights per yard, 60, 72, and 76 lbs.]	

Roads and Branches belonging to other Companies, operated by this Company under lease or contract.

Vermont & Massachusetts R. R., length . . .	56.00 miles.
Turner's Falls Branch of V. & M. R. R., length . . .	2.80 "
Troy & Bennington R. R., length . . .	5.04 "

* Carried to and from other roads.

Southern Vermont R. R., length	6.19 miles.
Total length of above roads	70.03 "
" " " in Vermont	6.19 "
" " " in Massachusetts	58.80 "
" " " in New York	5.04 "
Total miles of road operated by this company	369.08 "
Total miles of road operated by this company in New Hampshire	9.47 "
Number of stations in New Hampshire on all roads operated by this company	3
Number of telegraph offices in same	1
Number of stations on all roads owned by this company	124
Same in New Hampshire	3

EQUIPMENT.

	Leased.	Owned.	Total.
Number of locomotives.	8	179	187
Number of passenger cars.	7	165	172
Number of parlor or sleeping cars.			
Number of baggage, mail, and express cars	3	37	40
Number of freight cars (basis of 8 wheels)	361	5,207½	5,568½
Number of other cars.		306	306

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers								2
Employés.							10	60
Others							27	24

GENERAL INFORMATION.	
Maximum weight of locomotives in working order .	58 $\frac{3}{10}$ tons.
Average " " " " " "	39 " "
Maximum weight of tenders full of fuel and water	35 " "
Average " " " " " "	26 $\frac{1}{4}$ " "
Maximum weight of passenger cars	23 " "
Average " " " " " "	20 " "
" " mail and baggage cars	18 " "
" " 8-wheel box freight cars	10 " "
" " 4-wheel " " " " " "	4 $\frac{1}{2}$ " "
" " 8-wheel platform cars	7 $\frac{1}{2}$ " "
" " 4-wheel " " " " " "	3 " "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender .	46 feet 9 in.
Total length of heaviest engine and tender over all	57 feet 9 in.
Number of locomotives equipped with train brake .	138
[Kind of brake, Westinghouse.]	
Number of cars equipped with train brake	803
[Kind of brake, Westinghouse.]	
Number of passenger cars with Miller platform and buffer .	212
Number of miles of road operated by this company not furnished with telegraph facilities :	2.59 miles.
From Ashburnham Junction to Ashburnham 2.59	
BRIDGES.	
Number of spans of iron bridges of 25 feet and upwards *	6
Aggregate length of same for single track 695 ft.	
Number of crossings of highways at grade *	8
" " " " under railroad	2
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	1.960 cents.
Average rate of fare per mile received from passengers to and from other roads	2.070 " "
Average rate of fare per mile for season-ticket passengers † . . . . .	.710 " "
Average rate of fare per mile received from all passengers	1.910 " "
Average rate of local freight per ton per mile †	2.650 " "
Average rate of freight per ton per mile received from freight to and from other roads . . . . .	.820 " "
Average rate of freight per ton per mile received from all freight	1.015 " "

* In New Hampshire, on miles of road owned.

† Rates as per tariff.

‡ Reckoning twelve passengers per week for time of each season ticket.

CAPITAL STOCK.	
Capital stock authorized by charter:	
For double track, per mile	\$100,000
For single track, per mile	70,000
For terminal at Boston	3,000,000
Capital stock authorized by votes of company	20,775,100
Capital stock issued (number of shares, 207,751); amount paid in	\$20,775,100.00
Total amount paid in as per books of the company	20,775,100.00
Total number of stockholders	4,314
Number of stockholders in New Hampshire	263
Amount of stock held in New Hampshire	\$370,000
DEBT.	
Funded debt, as follows:	
Plain bonds due April 1, 1894; rate of interest, 7 per cent	\$500,000.00
Interest paid on same during year	\$35,385.00
Plain bonds due October 1, 1897; rate of interest, 6 per cent	500,000.00
Interest paid on same during year	\$30,180.00
Plain bonds due October 1, 1899; rate of interest, 5 per cent	500,000.00
Interest paid on same during year	\$26,100.00
Plain bonds due October 1, 1900; rate of interest, 5 per cent	500,000.00
Interest paid on same during year	\$24,950.00
Plain bonds due October 1, 1901; rate of interest, 5 per cent	500,000.00
Interest paid on same during year	\$24,850.00
Plain bonds due April 1, 1902; rate of interest, 5 per cent	500,000.00
Interest paid on same during year	\$25,000.00
Plain bonds due April 1, 1903; rate of interest, 5 per cent	500,000.00
Interest paid on same during year	\$25,000.00
Plain bonds due March 1, 1904; rate of interest, 4 per cent	500,000.00
Interest paid on same during year	\$20,000.00
Plain bonds due June 1, 1905; rate of interest, 4 per cent	500,000.00
Interest paid on same during year	\$19,460.00
Plain bonds due February 1, 1937; rate of interest, 3 per cent	5,000,000.00
Interest paid on same during year	\$150,000.00
Plain bonds due April 1, 1907; rate of interest, 4 per cent	1,500,000.00
Interest paid on same during year	\$59,600.00

Plain bonds due September 1, 1897; rate of interest, $4\frac{1}{2}$ per cent	\$2,250,000.00
Interest paid on same during year	\$101,250.00
Plain bonds due May 1, 1908; rate of interest, 5 per cent	2,000,000.00
Interest paid on same during year	\$100,850.00
Plain bonds due March 1, 1899; rate of interest, 5 per cent	750,000.00
Interest paid on same during year	\$37,500.00
Boston, Barre & Gardner R. R. 1st mortgage bonds, due April 1, 1893; rate of interest, 7 per cent	91,300.00
Interest paid on same during year	\$6,380.50
Boston, Barre & Gardner R. R. 1st mortgage bonds, due April 1, 1893; rate of interest, 5 per cent	299,700.00
Interest paid on same during year	\$14,740.00
Boston, Barre & Gardner R. R. 2d mortgage bonds, due July 1, 1895; rate of interest, 8 per cent	186,300.00
Interest paid on same during year	\$5,589.00
Boston, Barre & Gardner R. R. 3d mortgage bonds, due July 1, 1895; rate of interest, 6 per cent	57,300.00
Interest paid on same during year	\$3,438.00
Hoosac Tunnel Dock & Elevator Co.'s mortgage note, due April 5, 1892; rate of interest, 4 per cent	500,000.00
Interest paid on same during year	\$20,000.00
Boston, Hoosac Tunnel & Western R. R. debenture bonds, due September 1, 1913; rate of interest, 5 per cent	1,400,000.00
Interest paid on same during year	\$70,000.00
Total amount of funded debt	\$18,534,600.00

NAMES AND RESIDENCES OF OFFICERS.

Henry S. Marcy, *President*, Boston, Mass.; John Whitmore, *General Traffic Manager*, Boston, Mass.; C. S. Anthony, *Auditor*, Waltham, Mass.; John Adams, *General Superintendent*, Boston, Mass.; A. S. Crane, *General Freight Agent*, Boston, Mass.; J. R. Watson, *General Passenger Agent*, Boston, Mass.; D. A. Gleason, *Treasurer*, West Medford, Mass.; Thomas Whittemore, *Clerk of Corporation*, Cambridge, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Henry S. Marcy, Robert Codman, David P. Kimball, Boston, Mass.; John Quincy Adams, Quincy, Mass.; Fred L. Ames, Easton, Mass.; George Heywood, Concord, Mass.; Rodney Wallace, Charles T. Crocker, Fitchburg, Mass.; James Renfrew, Jr., Adams, Mass.; W. S. Webb, Wm. H. Hollister, Augustus Kountze, New York; Francis Smith, Rockland, Me.

PROPER ADDRESS OF THE COMPANY.

FITCHBURG RAILROAD COMPANY,
BOSTON, MASS.

H. S. MARCY,
C. T. CROCKER,
WM. H. HOLLISTER,
ROBERT CODMAN,
JAMES RENFREW, JR.,
RODNEY WALLACE,
J. Q. ADAMS,
GEORGE HEYWOOD,
EDWARD C. THAYER,

Directors.

DANIEL A. GLEASON,

Treasurer.

JOHN ADAMS,

Superintendent.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK SS. BOSTON, October 1890. Then personally appeared H. S. Marcy, C. T. Crocker, Wm. H. Hollister, Robert Codman, James Renfrew, Jr., Rodney Wallace, J. Q. Adams, George Heywood, Edward C. Thayer, Daniel A. Gleason, and John Adams, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

THOMAS WHITTEMORE,

Justice of the Peace.

REPORT

OF THE

MOUNT WASHINGTON RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$26,678.28
Total expense (including taxes)	19,611.17
Net income	7,067.11
Interest accrued during year:	558.35
On unfunded debt	\$558.35
Dividends declared (7 per cent)	9,065.00
Balance for the year (deficit)	\$2,556.24
Notes paid	10,000.00
	<u>12,556.24</u>
Balance at commencement of year	\$17,053.57
Add:	
Sales old rails	\$282.63
Interest	16.57
	<u>299.20</u>
	\$17,352.77
Deduct:	
Net difference ticket acct.	
Boston & Maine R. R.	\$5.00
Expense cutting wood	192.67
	<u>197.67</u>
Balance at commencement of year as so changed	17,155.10
Balance June 30, 1890 (surplus)	4,598.86

ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$25,850.50
From through passengers (to and from other roads over and beyond this road) . . . }	150.00
From mails	26,000.50
Total earnings from passenger department . . .	26,000.50
Total transportation earnings	677.78
Income from all other sources, viz.:	
Interest \$426.00	
Miscellaneous 251.78	
Total income from all sources	\$26,678.28
ANALYSIS OF EXPENSES.	
Salaries of general officers and clerks	\$1,125.00
Legal expenses	626.57
Insurance	255.50
Stationery and printing }	46.50
Outside agencies and advertising }	130.69
Contingencies and miscellaneous	
Repairs of bridges (including culverts and cattle- guards), buildings, fences, road-crossings, signs, roadbed and track, and renewal of rails and ties [No. tons steel laid, 21,550.]	7,304.23
Repairs of locomotives	867.19
Fuel for locomotives	2,424.87
[Cords of wood, 694.]	
Oil and waste	111.00
Locomotive service †	1,779.87
Repairs of passenger cars	433.60
Passenger-train service †	1,009.00
Freight on supplies	44.38
Telegraph expenses and clerk	94.00
Station supplies:	1,377.06
Board of men and provisions . . . \$1,115.30	
Housekeeper and cook 261.76	
Total operating expenses	\$17,629.46
Taxes, state	1,981.71
Total operating expenses and taxes	\$19,611.17

* Including passengers to and from other roads starting from or stopping at stations on this road.

† Salaries and wages.

BALANCE-SHEET, JUNE 30, 1890.

ASSETS.

Cost of road and equipment	\$139,500.00	
Total permanent investments		\$139,500.00
Cash	\$4,598.86	
Total cash assets		4,598.86
Total assets (as per books of the company)		\$144,098.86

LIABILITIES.

Capital stock		\$129,500.00
Profit and loss balance		14,598.86
Total liabilities (as per books of the company)		\$144,098.86

MILEAGE, TRAFFIC, ETC. *

Average number of persons employed	25 to 30
--	----------

DESCRIPTION OF ROAD.

Main line of road from base of Mt. Washington to Summit	3.333 miles.
Total road belonging to this company	3.333 "
Total length of track, computed as single track	3.333 "
Same in New Hampshire	3.333 "
Total miles of road operated by this company	3.333 "
Total miles of road operated by this company in New Hampshire	3.333 "
Number of stations on all roads owned by this company	2
Same in New Hampshire	2

EQUIPMENT.

Number of locomotives	6
Number of passenger cars	7
Number of baggage, mail, and express cars	1
Number of freight cars (basis of 8 wheels)	2

*The treasurer has no account of passengers and mileage; no freight carried.

GENERAL INFORMATION.	
Maximum weight of locomotives in working order	12 tons.
Average " " " "	12 "
Maximum weight of tenders full of fuel and water, included in weight of locomotive.	
Maximum weight of passenger cars	3 "
Average " " " "	2¾ "
" " mail and baggage cars	¼ "
" " 4-wheel box freight cars	1½ "
" " 4-wheel platform cars	1½ "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	15 feet.
Total length of heaviest engine and tender over all	18 "
Number of locomotives equipped with train brake .	All.
[Kind of brake, Westinghouse.]	
Number of cars equipped with train brake . . .	All.
[Kind of brake, Westinghouse.]	
CAPITAL STOCK.	
Capital stock authorized by votes of company \$129,500	
Capital stock issued (number of shares, 1,295); amount paid in	\$129,500.00
Total amount paid in (as per books of the company)	129,500.00
Total number of stockholders 36	
Number of stockholders in New Hampshire . . 23	
Amount of stock held in New Hampshire \$84,400	

NAMES AND RESIDENCES OF OFFICERS.

Walter Aiken, *President and General Manager*, Franklin Falls, N. H.; *Auditors*, Henry Chandler, Manchester, N. H., George A. Fernald, Boston, Mass.; Edward D. Harlow, *Treasurer*, Boston, Mass.; F. E. Brown, *Clerk of Corporation*, Concord, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Walter Aiken, Franklin Falls, N. H.; James T. Furber, George A. Fernald, Boston, Mass.; John H. Pearson, Nathaniel White, Jr., John P. George, Concord, N. H.; Frederick Smyth, Manchester, N. H.

PROPER ADDRESS OF THE COMPANY.

MOUNT WASHINGTON RAILROAD.

President's Office, FRANKLIN FALLS, N. H.

Treasurer's and Transfer Office, BOSTON, MASS.

EDWARD D. HARLOW,
Treasurer.

WALTER AIKEN,
General Manager.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK ss. BOSTON, October 24, 1890. Then personally appeared Edward D. Harlow and Walter Aiken, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEORGE N. CARPENTER,
Justice of the Peace.

REPORT

OF THE

PORTLAND & ROCHESTER RAILROAD

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$221,460.41
Total expense (including taxes)	165,477.47
Net income	55,982.94
Dividends declared (6 per cent)	35,524.22
Balance for the year (surplus)	20,458.72
Balance at commencement of year	84,031.39
Balance June 30, 1890	104,490.11
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road)*	\$91,473.79
From through passengers (to and from other roads over and beyond this road)	
From express	2,888.29
From mails	7,256.32
Total earnings from passenger department	101,618.40
From local freight (all freight starting from or stopping at any station on this road)*	117,399.39
From through freight (to and from other roads over and beyond this road)	
Total earnings from freight department	117,399.39
Total transportation earnings	219,017.79
Income from all other sources, viz.:	2,442.62
Rents	\$2,442.62
Total income from all sources	\$221,460.41

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

ANALYSIS OF EXPENSES.	
Salaries of general officers	\$6,799.98
Legal expenses	509.91
Insurance	826.46
Stationery and printing	2,712.28
Outside agencies and advertising }	
Contingencies and miscellaneous	6,743.29
Repairs of bridges (including culverts and cattle-guards)	4,415.68
Repairs of buildings	2,258.85
Repairs of fences, road-crossings, signs, and railway gates	2,055.98
Renewal of rails	1,927.92
[No. tons steel laid, 50.075.]	
Renewal of ties	3,719.66
[No. laid, 13,270.]	
Repairs of roadbed and track	21,315.50
Docks and wharves	1,132.97
Repairs of locomotives	5,416.43
New locomotives	7,000.00
Fuel for locomotives	19,813.22
Water supply	715.67
Oil and waste	2,088.65
Locomotive service *	13,724.80
Repairs of passenger cars	7,345.99
Passenger-train service *	6,441.41
Passenger-train supplies	296.85
Mileage passenger cars †	86.24
Repairs of freight cars	11,446.33
New freight cars	7,875.00
Freight-train service *	10,274.14
Freight-train supplies	170.93
Telegraph expenses	907.18
Loss and damage, freight	281.53
Loss and damage, property and cattle }	165.00
Personal injuries	
Agents' and station service *	8,252.89
Station supplies	639.13
Cross tenders, watchmen, and switchmen	5,022.88
Total operating expenses	\$162,382.76
Taxes, state	2,295.16
Taxes, local	799.55
Total operating expenses and taxes	\$165,477.47

BALANCE-SHEET, JUNE 30, 1890.

ASSETS.	
Cost of road	\$592,070.45
Lands in Portland	46,341.28

* Salaries and wages.

† Debit balances.

Lands in Gorham	\$2,286.00	
Lands in Alfred	800.00	
Lands in Westbrook	2,450.00	
Total permanent investments		\$643,947.73
Cash	\$29,495.08	
Bills receivable	250.00	
Due from agents and companies	2,186.62	
Materials and supplies	17,182.53	
Portland & Rochester Extension	3,498.60	
Total cash assets		52,612.83
Total assets (as per books of the company)		\$696,560.56
LIABILITIES.		
Capital stock		\$592,070.45
Profit and loss balance		104,490.11
Total liabilities (as per books of the company)		\$696,560.56
MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		120,212
Freight-train mileage		69,288
Total revenue train mileage		189,500
Switching-train mileage		29,218
Other train mileage		8,630
Total train mileage		227,348
Number of season-ticket passengers*	59,206	
Number of local passengers (including season)		269,364
Number of through passengers (to and from other roads going over and beyond this road)		20,094
Total number of passengers carried		289,458
Local passenger mileage (local passengers carried one mile)		2,718,397
Through passenger mileage (through passengers carried one mile)		596,627
Total passenger mileage		3,315,024
Number tons local freight		62,835
Number tons through freight (to and from other roads going over and beyond this road)		92,135
Total number tons freight carried		154,970
Local freight mileage (tons local freight carried one mile)		1,264,968
Through freight mileage (tons through freight carried one mile)†		4,040,656
Total freight mileage		5,305,624
Average number of persons employed		156

* Reckoning twelve passengers per week for time of each season ticket.
 Carried to and from other roads.

DESCRIPTION OF ROAD.	
Main line of road from Portland, Me., to Rochester, N. H.	52.50 miles.
Main line of road in New Hampshire	3.50 "
Sidings and other tracks not above enumerated	13.82 "
Same in New Hampshire	1.50 "
Total length of track, computed as single track	66.82 "
Same in New Hampshire	5.00 "
Total length of steel rails in tracks, not including steel-top rails	52.50 "
[Weights per yard, 56 lbs.]	
Number of stations in New Hampshire on all roads operated by the company	2
Number of telegraph offices in same	2
Number of stations on all roads owned by this company	17
Same in New Hampshire	2
EQUIPMENT.	
Number of locomotives	9
Number of passenger cars	10
Number of baggage, mail, and express cars	8
Number of freight cars (basis of 8 wheels)	244
Number of other cars	28
GENERAL INFORMATION.	
Maximum weight of locomotives in working order	43 tons.
Average " " " "	33 "
Maximum weight of tenders full of fuel and water	18 "
Average " " " "	14 "
Maximum weight of passenger cars	28½ "
Average " " " "	25 "
" " of mail and baggage cars	13 "
" " of 8-wheel box freight cars	9 "
" " of 8-wheel platform cars	7½ "
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender	42½ feet.
Total length of heaviest engine and tender over all	50 "
Number of locomotives equipped with train brake	6
[Kind of brake, Westinghouse automatic.]	
Number of cars equipped with train brake	13
[Kind of brake, Westinghouse automatic.]	
Number of passenger cars with Miller platform and buffer	11

RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company *	2.975 cents.
Average rate of fare per mile received from passengers to and from other roads	2.723 "
Average rate of fare per mile for season-ticket passengers †	1.067 "
Average rate of fare per mile received from all passengers	2.656 "
Average rate of local freight per ton per mile *	3.641 "
Average rate of freight per ton per mile received from freight to and from other roads	1.588 "
Average rate of freight per ton per mile received from all freight	2.238 "
CAPITAL STOCK.	
Capital stock authorized by charter . . . \$600,000	
Capital stock issued (number of shares, 5,918); amount paid in ‡	\$592,070.45
Total number of stockholders	92
Number of stockholders in New Hampshire	3
Amount of stock held in New Hampshire, \$1,100	

NAMES AND RESIDENCES OF OFFICERS.

George P. Wescott, *President*, Portland, Me.; Joseph W. Peters, *Superintendent, General Freight Agent, and General Passenger Agent*, Portland, Me.; William H. Conant, *Treasurer and Clerk of Corporation*, Portland, Me.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

George P. Wescott, Nathan Webb, W. L. Putnam, Charles McCarthy, Jr., I. P. Baxter, Portland, Me.; George C. Lord, Newton, Mass.; Arthur Sewall, Bath, Me.; Stephen J. Young, Brunswick, Me.; Joseph S. Ricker, Deering, Me.

PROPER ADDRESS OF THE COMPANY.

PORTLAND & ROCHESTER RAILROAD,
PORTLAND, ME.

* Rates as per tariff.

† Reckoning twelve passengers per week for time of each season ticket.

‡ Stock, \$591,800; scrip, \$270.45.

WILLIAM H. CONANT.

Treasurer.

J. W. PETERS,

Superintendent.

STATE OF MAINE.

CUMBERLAND SS. December 30, 1890. Then personally appeared William H. Conant and J. W. Peters, above named, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

JOHN B. DONOVAN,

Justice of the Peace.

REPORT

OF THE

SULLIVAN COUNTY RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$245,836.77
Total expense (including taxes)	146,220.66
Net income	99,616.11
Rentals:	3,687.56
Central Vermont Railroad Company . \$3,600.06	
J. W. Cooley & Co. 87.50	
Interest accrued during year:	12,549.53
On unfunded debt \$12,549.53	
Dividends declared (8 per cent)	40,000.00
Balance for the year (surplus)	43,379.02
Balance at commencement of year \$50,856.87	
Add 39,176.10	
Balance at commencement of year as so changed	90,032.97
Balance June 30, 1890 (surplus)	133,411.99
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$21,171.39
From through passengers (to and from other roads over and beyond this road)	59,684.17
From express and extra baggage	3,640.00
From mails	8,656.84
Total earnings from passenger department	93,151.90
From local freight (all freight starting from or stopping at any station on this road) *	6,392.16

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

From through freight (to and from other roads over and beyond this road)	\$145,961.88
Total earnings from freight department	152,354.04
Total transportation earnings	245,505.94
Income from all other sources, viz.:	330.83
Rents from real estate \$330.83	
Total income from all sources	\$245,836.77

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	\$6,739.51
Legal expenses	492.17
Insurance	233.80
Stationery and printing	1,251.63
Outside agencies and advertising	285.69
Contingencies and miscellaneous	1,655.01
Repairs of bridges (including culverts and cattle-guards)	1,615.06
Repairs of buildings	1,700.42
Repairs of fences, road-crossings, and signs	1,141.35
Renewal of rails	889.79
[No. tons steel laid, 601,115.]	
Renewal of ties	4,431.29
[No. laid, 10,443.]	
Repairs of roadbed and track	13,884.77
Repairs of locomotives	8,246.73
Fuel for locomotives	25,119.73
[Tons of coal, 6,046.]	
Water supply	439.06
Oil and waste	1,109.60
Locomotive service *	13,936.86
Repairs of passenger cars	82.83
Passenger-train service *	2,578.43
Passenger-train supplies	88.02
Mileage passenger cars †	7,471.32
Repairs of freight cars	5,765.62
Freight-train service *	10,432.12
Freight-train supplies	59.30
Mileage freight cars †	18,390.10
Telegraph expenses	586.14
Agents' and station service *	11,689.11
Station supplies	1,316.80
Total operating expenses	\$139,352.68
Taxes, state	6,750.86
Taxes, local	117.12
Total operating expenses and taxes	\$146,220.66

PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Bridging	\$65,699.18
Superstructure, including rails	37,967.78
Passenger and freight stations, wood-sheds, and water stations	1,395.03
Total for construction	\$105,061.99
Locomotives \$4,917.31	
Total for equipment	4,917.31
Total charges to property accounts	\$109,979.30
Net addition to property accounts for the year	109,979.30
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road and other real estate	\$797,951.29
Cost of equipment	40,224.41
Total permanent investments	\$838,175.70
Due from agents and companies	\$1,724.40
Total cash assets	1,724.40
Total assets (as per books of the company)	\$839,900.10
LIABILITIES.	
Capital stock	\$500,000.00
Unfunded debt, viz.:	206,488.11
Notes payable	\$91,389.15
Vouchers and accounts	115,098.96
Profit and loss balance	133,411.99
Total liabilities (as per books of the company)	\$839,900.10
MILEAGE, TRAFFIC, ETC.	
Passenger-train mileage	67,590
Freight-train mileage	109,218
Total revenue train mileage	176,808
Switching-train mileage	33,064
Other train mileage	10,242
Total train mileage	220,114
Number of season-ticket passengers *	1,248
Number of local passengers (including season)	51,682
Number of through passengers (to and from other roads going over and beyond this road)	95,664

* Reckoning twelve passengers per week for time of each season ticket.

Total number of passengers carried	147,346
Local passenger mileage (local passengers carried one mile)	782,112
Through passenger mileage (through passengers carried one mile)	2,152,396
Total passenger mileage	2,934,508
Number tons local freight	8,383
Number tons through freight (to and from other roads going over and beyond this road)	704,760
Total number tons freight carried	713,143
Local freight mileage (tons local freight carried one mile)	158,439
Through freight mileage (tons through freight carried one mile) *	18,158,315
Total freight mileage	18,316,754
Average number of persons employed	112

DESCRIPTION OF ROAD.

Main line of road from Bellows Falls to Windsor, Vt.	26.000 miles.
Main line of road in New Hampshire	25.810 "
Main line of road in Vermont . . . . .	.190 "
Double track on main line	8.681+ "
Same in New Hampshire	8.681+ "
Total road belonging to this company	26.000 "
Sidings and other tracks not above enumerated	5.439+ "
Same in New Hampshire	5.439+ "
Total length of track, computed as single track	40.12 + "
Same in New Hampshire	39.93 + "
Total length of steel rails in tracks, not including steel-top rails	39.173+ "
[Weights per yard, 56 and 66 lbs.]	
Total miles of road operated by this company	26.000 "
Total miles of road operated by this company in New Hampshire	25.810 "
Number of stations in New Hampshire on all roads operated by this company	6
Number of telegraph offices in same	5
Number of stations on all roads owned by this company	8
Same in New Hampshire	6

EQUIPMENT.

Number of locomotives leased	10
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* Carried to and from other roads.

LIST OF ACCIDENTS.

	From causes beyond their own control (in New Hampshire).		From their own misconduct or carelessness (in New Hampshire).		Total in New Hampshire.		Total on whole road operated.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers.....								
Employés ..		1	1		1	1	1	1
Others.....								

STATEMENT OF EACH ACCIDENT IN NEW HAMPSHIRE.

October 11, 1889. — John Welch, brakeman on construction train, while switching cars at coal bin in North Walpole, had right arm caught between the dead woods of two coal cars, injuring it so that it was amputated.

June 1, 1890. — W. H. Aikens, of Palmer, Mass., was in the employ of this company as freight brakeman, and boarded at Windsor, Vt. For his own amusement he came to Bellows Falls on a hog train, Sunday, and while returning to Windsor on a similar train at night, he was struck and killed by the overhead bridge at Charles-town, he being at the time on a high refrigerator car.

BRIDGES BUILT WITHIN THE YEAR IN NEW HAMPSHIRE.

Location.	Kind.	Material.	Length.	When built.
Windsor, Vt.....	Riveted Lattice.	Iron.	587 ft.	1889.

BRIDGES.

Number of spans of stone bridges of 25 feet and upwards *	1
Aggregate length of same for single track 26 ft.	

* In New Hampshire, on miles of road owned.

Number of spans of iron bridges of 25 feet and upwards *	8
Aggregate length of same for single track, 1,226 ft.	
Number of spans of timber bridges of 25 feet and upwards *	4
Aggregate length of same for single track, 587 ft.	
Number of crossings of highways at grade *	29
" " " over railroad .	2
" " " under railroad .	3
Number of highway bridges 18 feet above track	2
Number of crossings at which there are neither signals nor flagmen *	29
RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company †	2.706 cents.
Average rate of fare per mile received from passengers to and from other roads .	2.772 "
Average rate of fare per mile for season-ticket passengers ‡	.641 "
Average rate of fare per mile received from all passengers	2.755 "
Average rate of local freight per ton per mile †	4.035 "
Average rate of freight per ton per mile received from freight to and from other roads .	.804 "
Average rate of freight per ton per mile received from all freight .	.832 "
CAPITAL STOCK.	
Capital stock authorized by charter	\$500,000
Capital stock authorized by votes of company .	500,000
Capital stock issued (number of shares, 5,000); amount paid in .	\$500,000.00
Total amount paid in, as per books of the company	500,000.00
Total number of stockholders	9

NAMES AND RESIDENCES OF OFFICERS.

A. B. Harris, *President*, Boston, Mass.; W. H. Wilson, *Auditor*, Springfield, Mass.; J. Mulligan, *Superintendent*, Springfield, Mass.; H. E. Howard, *General Freight Agent*, Springfield, Mass.; E. C. Watson, *General Ticket Agent*, Springfield, Mass.; E. F. Lane, *Treasurer*, Keene, N. H.; J. H. Albin, *Clerk of Corporation*, Concord, N. H.

* In New Hampshire, on miles of road owned.

† Rates as per tariff.

‡ Beckoning twelve passengers per week for time of each season ticket.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

A. B. Harris, Boston, Mass.; H. C. Robinson, Hartford, Ct.; Frederick Billings, Woodstock, Vt.; J. H. Williams, Bellows Falls, Vt.; C. J. Amidon, Hinsdale, N. H.; J. H. Albin, N. E. Martin, Concord, N. H.

PROPER ADDRESS OF THE COMPANY.

THE SULLIVAN COUNTY RAILROAD COMPANY,
45 BROADWAY, NEW YORK.

A. B. HARRIS, *President.*
J. H. ALBIN,
NATHANIEL E. MARTIN,
Directors.
E. F. LANE, *Treasurer.*

STATE OF NEW HAMPSHIRE.

CHESHIRE ss. November 20, 1890. Then personally appeared E. F. Lane, treasurer of the Sullivan County Railroad Company, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

W. L. MASON,
Notary Public.

STATE OF NEW YORK.

COUNTY OF NEW YORK ss. November 17, 1890. Then personally appeared A. B. Harris, president of the Sullivan County Railroad Company, and made oath to the truth of the foregoing statement by him subscribed, according to his best knowledge and belief.

CLINTON M. OSTRANDER,
Notary Public.

REPORT

OF THE

CONNECTICUT RIVER RAILROAD COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

GENERAL EXHIBIT FOR THE YEAR.	
Total income	\$1,158,789.74
Total expense (including taxes)	906,547.51
Net income	252,242.23
Rentals:	20,186.93
Ashuelot R. R. Co.	\$12,613.76
Fitchburg R. R. Co.	564.02
Boston & Albany R. R. Co.	7,009.15
Interest accrued during year:	25,655.30
On unfunded debt	25,655.30
Dividends declared (8 per cent)	206,400.00
Balance at commencement of year \$1,000,000.00	
Add sundry vouchers	55.08
Balance at commencement of year as so changed .	1,000,055.08
Balance June 30, 1890 (surplus)	1,000,055.08
ANALYSIS OF EARNINGS.	
From local passengers (all passengers starting from or stopping at any station on this road) *	\$318,546.95
From through passengers (to and from other roads over and beyond this road)	138,680.50
From express	18,500.00
From mails	20,691.68
Total earnings from passenger department	496,419.13
From local freight (all freight starting from or stopping at any station on this road)*	132,380.64

* Including passengers and freight to and from other roads starting from or stopping at stations on this road.

From through freight (to and from other roads over and beyond this road)	\$460,582.36
Total earnings from freight department	592,953.00
Total transportation earnings	1,089,372.13
Income from all other sources, viz.:	69,417.61
Rents	\$11,209.46
Rent of equipment	10,366.35
Interest	27,178.86
Balance due Ashuelot R. R. Co. February 7, 1890	20,662.94
Total income from all sources	\$1,158,789.74

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	\$32,193.04
Legal expenses	1,348.33
Insurance	1,152.98
Stationery and printing	7,368.47
Outside agencies and advertising	1,629.26
Contingencies and miscellaneous	4,734.67
Repairs of bridges (including culverts and cattle-guards)	71,217.27
Repairs of buildings	42,728.00
Repairs of fences, road-crossings, and signs	4,241.57
Renewal of rails	25,663.69
[No. tons steel laid, 824.]	
Renewal of ties	28,601.73
[No. laid, 65,962.]	
Repairs of roadbed and track	163,514.27
Repairs of locomotives	57,653.54
Fuel for locomotives	72,337.13
[Tons of coal, 16,980; cords of wood, 548.]	
Water supply	1,928.13
Oil and waste	4,916.57
Locomotive service *	48,918.47
Repairs of passenger cars	61,933.92
Passenger-train service *	28,855.93
Passenger-train supplies	779.49
Mileage passenger cars †	15.42
Repairs of freight cars	32,215.43
Freight-train service *	31,172.46
Freight-train supplies	677.50
Mileage freight cars †	4,727.61
Telegraph expenses	510.88
Loss and damage, freight and baggage	589.70
Loss and damage, property and cattle	1,243.83
Personal injuries	4,266.15

*Salaries and wages. † Debit balances.

Agents' and station service*	\$98,783.59
Station supplies	4,951.01
Total operating expenses	\$831,414.82
Taxes, state	65,881.38
Taxes, local	9,251.31
Total operating expenses and taxes	\$906,547.51
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Grading and masonry	\$17,833.14
Bridging	67,048.12
Passenger and freight stations, wood-sheds, and water-stations	8,082.10
Engine-houses, car-sheds, and turn-tables	3,780.27
Machine-shops	4,611.90
Purchase of other roads:	210,000.00
Ashuelot R. R. was consolidated with the Connect- icut River R. R. on February 7, 1890.	
Total for construction	\$311,355.53
Locomotives (2)	\$12,997.50
Passenger, mail, and baggage cars (6)	26,979.86
Total for equipment	\$39,977.36
Total charges to property accounts	351,332.89
Property sold (or reduced in valuation on the books) and credited property accounts during the year:	
From No. 1	\$31,373.79
From No. 2	67,048.12
From No. 4	40,267.24
From No. 5	3,780.27
From No. 6	7,080.06
From No. 11	32,995.98
From No. 13	27,269.86
Total credits to property accounts	209,815.32
Net addition to property accounts for the year	\$141,517.57
BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Cost of road	\$3,133,561.43
Cost of equipment	426,527.66
Stock of Vermont Valley R. R. Co. of 1871	99,610.00
Total permanent investments	\$3,659,699.09

* Salaries and wages.

Cash	\$42,047.38	
Bills receivable	137,203.93	
Due from agents and companies	437,248.10	
Materials and supplies	138,976.81	
Total cash assets		\$755,476.22
Total assets (as per books of the company)		\$4,415,175.31
LIABILITIES.		
Capital stock		\$2,580,000.00
Unfunded debt, viz.:		835,120.23
Dividends unpaid	\$51,634.00	
Notes payable	627,300.00	
Vouchers and accounts	156,186.23	
Profit and loss balance		1,000,055.08
Total liabilities (as per books of the company)		\$4,415,175.31
<i>Present or Contingent Liabilities not included in the Balance-sheet.</i>		
Bonds guaranteed by this company, or a lien on its road, viz.:		
Interest guaranteed on \$80,000 of stock of Vermont Valley R. R. Co. of 1871.		
MILEAGE, TRAFFIC, ETC.		
Passenger-train mileage		408,275
Freight-train mileage		149,869
Total revenue train mileage		558,144
Switching-train mileage		183,139
Other train mileage		18,480
Total train mileage		759,763
Number of season-ticket passengers *	537,227	
Number of local passengers (including season)		1,661,226
Number of through passengers (to and from other roads going over and beyond this road)		209,508
Total number of passengers carried		1,870,734
Local passenger mileage (local passengers carried one mile)		13,930,766
Through passenger mileage (through passengers carried one mile)		5,165,797
Total passenger mileage		19,096,563
Number tons local freight		188,246
Number tons through freight (to and from other roads going over and beyond this road)		675,134
Total number tons freight carried		863,380

* Reckoning twelve passengers per week for time of each season ticket.

Local freight mileage (tons local freight carried one mile)	3,117,563
Through freight mileage (tons through freight carried one mile) *	18,464,251
Total freight mileage	21,581,814
Average number of persons employed	687
DESCRIPTION OF ROAD.	
Main line of road from Springfield, Mass., to Keene, N. H.	74.0000 miles.
Main line of road in New Hampshire	23.2142 "
" " in Massachusetts	50.0757 "
" " in Vermont	.7100 "
Double track on main line	36.0000 "
Branches owned by the company, viz.:	
Chicopee to Chicopee Falls, Mass. (single track)	2.3500 "
Mount Tom to Easthampton, Mass. (single track)	3.5000 "
Total length of branches owned by company	5.8500 "
Total length of branches owned by company in Massachusetts	5.8500 "
Total road belonging to this company	79.8500 "
Sidings and other tracks not above enumerated	51.4333 "
Same in New Hampshire	5.4826 "
Total length of track, computed as single track	167.2833 "
Same in New Hampshire	28.6968 "
Total length of steel rails in tracks, not including steel-top rails	157.0300 "
[Weight per yard, 56, 66, and 72 lbs.]	
<i>Roads and Branches belonging to other Companies, operated by this Company under lease or contract.</i>	
Ashuelot R. R. was consolidated with the Connecticut River R. R. on February 7, 1890.	
Total miles of road operated by this company	79.8500 miles.
Total miles of road operated by this company in New Hampshire	23.2142 "
Number of stations in New Hampshire on all roads operated by this company	6
Number of stations on all roads owned by this company	26
Same in New Hampshire	6
EQUIPMENT.	
Number of locomotives, including 10 leased to Sullivan R. R., under contract of sale	42
Number of passenger cars	61

* Carried to and from other roads.

Number of baggage, mail, and express cars . . .	3
Number of freight cars (basis of 8 wheels) . . .	552
Number of other cars	50
GENERAL INFORMATION.	
Maximum weight of locomotives in working order	85,350 lbs.
Average " " " "	64,429 "
Maximum weight of passenger cars	51,400 "
Average " " " "	42,956 "
" " 8-wheel box freight cars	44,443 "
" " 4-wheel " " " "	21,000 "
" " 8-wheel platform cars	17,000 "
Number of locomotives equipped with train brake .	16
[Kind of brake, Westinghouse.]	
Number of cars equipped with train brake . . .	64
[Kind of brake, Westinghouse.]	
Number of passenger cars with Miller platform and buffer	64
Charges at the rate of one fourth of fourth-class rate for the transportation of company's supplies are included in earnings as reported for this road.	
BRIDGES.	
Number of spans of stone bridges of 25 feet and upwards *	3
Aggregate length of same for single track 150 ft.	
Number of spans of iron bridges of 25 feet and upwards *	37
Aggregate length of same for single track, 1,306 ft.	
" " " " double track, 3,133 ft.	
Number of spans of timber bridges of 25 feet and upwards *	2
Aggregate length of same for double track 42 ft.	
Number of crossings of highways at grade * . . .	49
" " " " over railroad	6
" " " " under railroad	6
Number of highway bridges 18 feet above track .	6
Number of crossings at which gates or flagmen are maintained	5
Number of crossings at which electric signals are maintained *	7
Number of crossings at which there are neither signals nor flagmen *	37
Number of railroad crossings over other railroads: * Holyoke. Deerfield. Cheapside.	3

* In New Hampshire, on miles of road owned.

RATES OF FARE, ETC.	
Average rate of fare per mile (not including season tickets) for local passengers on roads operated by this company *	2.28 cents
Average rate of fare per mile received from passengers to and from other roads	2.68 "
Average rate of fare per mile for season-ticket passengers †	.95 "
Average rate of fare per mile received from all passengers	2.40 "
Average rate of local freight per ton per mile *	4.24 "
Average rate of freight per ton per mile received from freight to and from other roads	2.49 "
Average rate of freight per ton per mile received from all freight	2.75 "
CAPITAL STOCK.	
Capital stock authorized by charter	\$2,670,000
Capital stock authorized by votes of company	2,580,000
Capital stock issued (number of shares, 25,800); amount paid in	\$2,580,000.00
Total amount paid in (as per books of the company)	2,580,000.00
Total number of stockholders	989

NAMES AND RESIDENCES OF OFFICERS.

W. A. Leonard, *President*, Springfield, Mass.; W. H. Wilson, *Auditor*, Springfield, Mass.; J. Mulligan, *Superintendent*, Springfield, Mass.; H. E. Howard, *General Freight Agent*, Springfield, Mass.; F. C. Watson, *General Ticket Agent*, Springfield, Mass.; Seth Hunt, *Treasurer and Clerk of Corporation*, Springfield, Mass.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

W. A. Leonard, Frederick H. Harris, Springfield, Mass.; A. B. Harris, Boston, Mass.; Oscar Edwards, Northampton, Mass.; Frederick Billings, Woodstock, Vt.; Charles S. Sargent, Brookline, Mass.; William R. Cone, ‡ Hartford, Conn.; A. T. Perkins, Barnstable, Mass.; William Whitney, Holyoke, Mass.; E. F. Lane, Keene, N. H.

* Rates as per tariff.

† Reckoning twelve passengers per week for time of each season ticket.

‡ Died January 10, 1890.

PROPER ADDRESS OF THE COMPANY.

CONNECTICUT RIVER RAILROAD COMPANY,
SPRINGFIELD, HAMPDEN CO., MASS.

OSCAR EDWARDS,
F. H. HARRIS,
E. F. LANE,
A. B. HARRIS,

Directors.

SETH HUNT,

Treasurer.

J. MULLIGAN,

Superintendent.

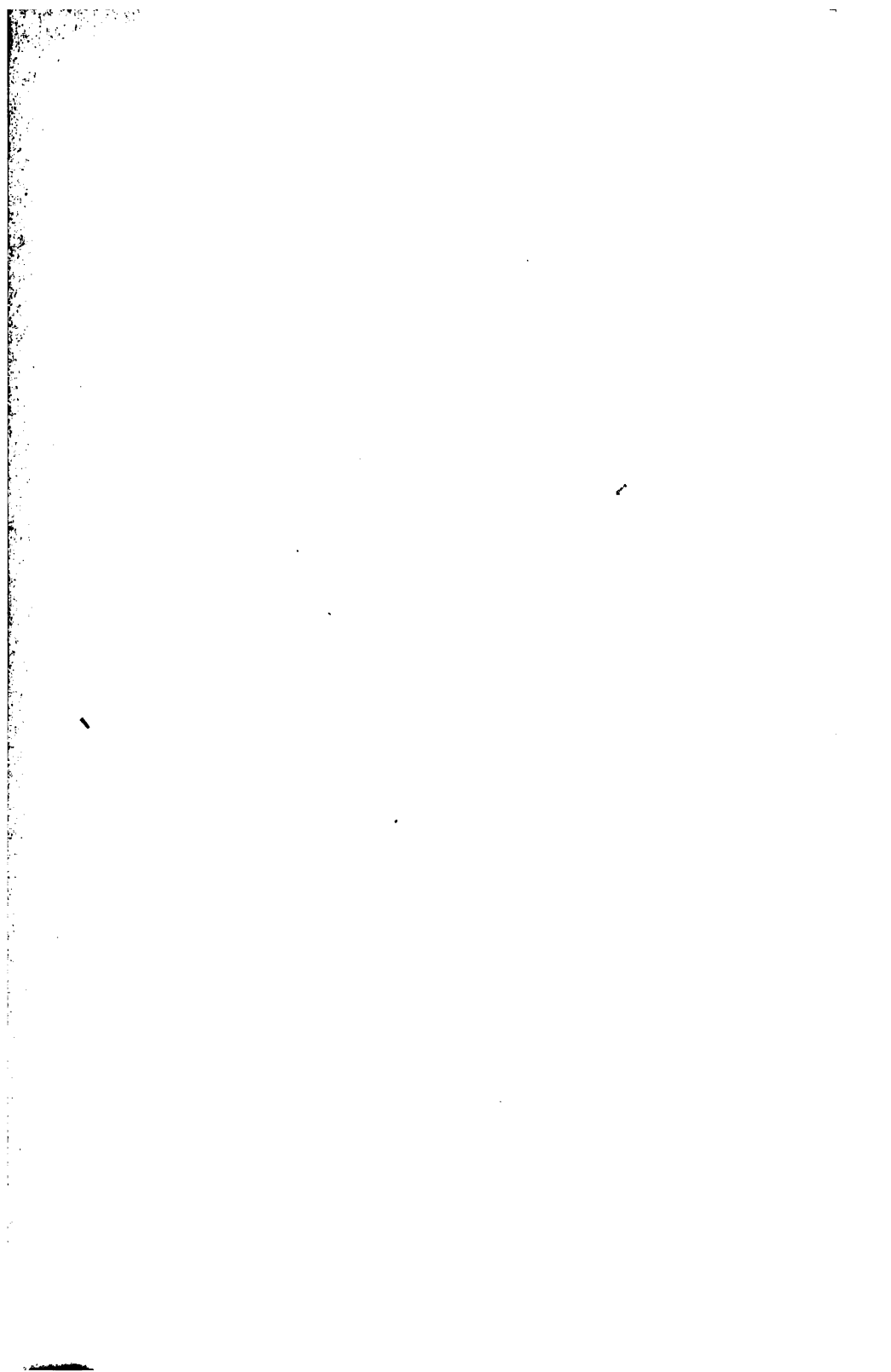
COMMONWEALTH OF MASSACHUSETTS.

HAMPDEN SS. SPRINGFIELD, January 8, 1891. Then personally appeared Oscar Edwards, F. H. Harris, E. F. Lane, A. B. Harris, Seth Hunt, and J. Mulligan, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEORGE E. FRINK,

Justice of the Peace.

STREET RAILWAY REPORTS.



REPORT

OF THE

CONCORD STREET RAILWAY COMPANY

FOR THE YEAR ENDING DECEMBER 31, 1889.

CAPITAL STOCK AND DEBT.	
CAPITAL STOCK.	
Capital stock authorized by charter	\$50,000
Capital stock authorized by votes of company	50,000
Capital stock paid (par value of shares, \$100)	\$50,000.00
Number of stockholders	61
DEBT.	
Unfunded debt, as follows:	\$2,400.00
Notes payable	\$2,400.00
Total gross debt	2,400.00
Amount of cash assets, viz.:	7,131.78
Cash	\$4,189.53
Supplies	577.25
Debit balances	2,365.00
PERMANENT INVESTMENTS.	
RAILWAY.	
Grading and paving	\$32,165.49
Track, including timber, rails, etc., and laying	
Interest during construction, commissions, discounts, etc.	
Engineering, agencies, salaries, and other expenses during construction	
Total cost of construction	\$32,165.49

EQUIPMENT.	
Horses	\$1,520.00
Cars	8,800.00
Other articles of equipment	5,131.69
Total cost of equipment	\$15,451.69
LAND AND BUILDINGS.	
Land and buildings owned by company needed in operating road	\$6,100.00
Total amount of permanent investments	\$53,717.18
Cash assets	7,131.78
Total property and assets of company	\$60,848.96
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
New cars and other equipment	\$474.49
Land and buildings	1,701.59
Total addition to property	\$2,176.08
Property sold or reduced in valuation on the books, viz.:	8,947.43
Land and buildings \$3,776.59	
Equipment 5,170.84	
REVENUE FOR THE YEAR.	
Received from passengers on railways operated by this company	\$22,479.53
Received from express	50.10
Total earnings	\$22,529.63
Income from other sources:	159.26
Rent \$55.09	
Miscellaneous 104.17	
Total income from all sources	\$22,688.89
EXPENSES OF OPERATING THE RAILWAY FOR THE YEAR.	
Repairs of roadbed and track	\$1,971.90
Repairs of cars and other vehicles, harness, and horseshoeing	3,215.82
Repairs on buildings and sundry expenses	

Wages and salaries of president, treasurer, and superintendent	\$925.00
Wages and salaries of all other persons employed in operating the road	7,030.86
Provender and coal	3,588.51
Insurance	221.00
Total expenses of operating	\$16,953.09
NET INCOME, DIVIDENDS, ETC.	
Total net income above operating expenses	\$5,735.80
Interest paid during the year	357.08
Dividends paid (6 per cent for the year)	3,000.00
Balance for the year or surplus	2,378.72
Surplus at commencement of year	\$10,134.78
Deduct	1,685.82
Total surplus December 31, 1889	8,448.96
INVENTORY OF EQUIPMENT DECEMBER 31, 1889.	
Box-cars	5
Open cars	7
Horses	15
Harnesses (pairs of)	10
Omnibuses	1
Sleighs	1
Other articles of equipment:	
Steam motors	2
Snow-plows for horses	1
Snow-plows for steam	1
Carts, wagons, and sleds	5
Largest number of horses owned at any time during the year	17
Smallest number of horses owned at any time during the year	15
Average number of horses owned during the year	16
GENERAL BALANCE-SHEET, DEC. 31, 1889.	
ASSETS.	
Construction	\$32,165.49
Equipment	15,451.69
Land and buildings	6,100.00
Cash and cash assets	7,131.78
Total assets	\$60,848.96

LIABILITIES.	
Capital stock	\$50,000.00
Unfunded debt	2,400.00
Surplus	8,448.96
Total liabilities	\$60,848.96
COPY OF PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDING DEC. 31, 1889.	
DR.	
To expenses	\$16,953.09
interest	357.08
dividends	3,000.00
profit and loss account	4,064.54
balance carried forward January 1, 1890	8,448.96
	\$32,823.67
CR.	
By balance January 1, 1889	\$10,134.78
total income	22,688.89
	\$32,823.67
DESCRIPTION OF RAILWAY.	
Length of railway owned by company, measured as a single track, exclusive of sidings	7.00 mi
Aggregate length of switches, sidings, etc. . . . .	.75 "
Total length of track, measured as single track	7.75 "
Total length of track paved	2.00 "
Weight of rail per yard, and description of rail : Steel T rail, 25 and 30 lbs. ; Iron flat rail, 3½ lbs.	
MILES RUN, ETC.	
Total number of miles run during the year	103,246
Total number of passengers carried in the cars	293,248
Total number of round trips for the year	14,608
Number of persons regularly employed by company	14
Rates of fare: 6 cents, or 5 tickets for 25 cents; 10 cents, or 3 for 25 cents; 17 cents, or 4 for 60 cents.	

STATEMENT OF EACH ACCIDENT.

On the afternoon of September 20, a car drawn by a steam motor was overturned while ascending the hill at West Concord, the steepest grade on the road. The accident seems to have been caused by the breaking of the casting which supported one of the boxes. There were fifteen passengers in the car at the time; one passenger, a lady, was somewhat injured.

PROPER ADDRESS OF THE COMPANY.

CONCORD HORSE RAILROAD,
CONCORD, N. H.

NAMES OF OFFICERS.

Moses Humphrey, *President* and *Superintendent*; Edgar C. Hoague, *Treasurer*; Nathaniel E. Martin, *Clerk of Corporation*.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Moses Humphrey, Howard A. Dodge, George A. Cummings, John H. Albin, Concord, N. H.; Paul R. Holden, West Concord, N. H.; Dexter Richards, Newport, N. H.; George W. Abbott, Penacook, N. H.

MOSES HUMPHREY,
President.

DEXTER RICHARDS,
HOWARD A. DODGE,
GEO. A. CUMMINGS,
PAUL R. HOLDEN,
GEO. W. ABBOTT,

Directors.

E. C. HOAGUE,

Treasurer.

MOSES HUMPHREY,
Superintendent.

STATE OF NEW HAMPSHIRE.

MERRIMACK ss. February 7, 1890. Then personally appeared Moses Humphrey, Dexter Richards, Howard A. Dodge, George A. Cummings, Paul R. Holden, George W. Abbott, and E. C. Hoague, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

NATHANIEL S. MARTIN,

Justice of the Peace.

REPORT

OF THE

MANCHESTER STREET RAILWAY COMPANY

FOR THE YEAR ENDING SEPTEMBER 30, 1889.

CAPITAL STOCK AND DEBT.	
CAPITAL STOCK.	
Capital stock authorized by charter	\$100,000
Capital stock authorized by votes of company	25,000
Capital stock paid (par value of shares, \$100)	\$25,000.00
Number of stockholders	14
DEBT.	
Notes to Merrimack River Sav. Bank	\$22,500.00
Deficiency	184.03
Total gross debt	\$22,684.03
Amount of cash assets, viz.:	80.79
Depreciation account	\$80.79
Net debt	\$22,603.24
PERMANENT INVESTMENTS.	
RAILWAY.	
Total cost of construction, equipment, land, buildings, and other property not charged to expenses.	\$47,500.00
EQUIPMENT.	
Horses	109
Cars	25

PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
New horses	8
REVENUE FOR THE YEAR.	
Received from passengers on railways operated by this company	\$43,734.87
Received from sales of manure	742.50
Total earnings	\$44,477.37
Income from other sources:	2,395.77
Rents	\$82.75
Horses and material sold	2,313.02
Total income from all sources	\$46,873.14
EXPENSES OF OPERATING THE RAILWAY FOR THE YEAR.	
Repairs of roadbed and track	\$404.16
Repairs of cars and other vehicles, harness, and horseshoeing	5,678.29
Repairs on buildings	701.26
Renewal of horses	1,521.40
Wages and salaries of president, treasurer, and of- ficers and their clerks	739.71
Wages and salaries of all other persons employed in operating the road	18,135.87
Provender	15,175.29
Taxes, state and local	14.90
Rent	20.00
Interest paid on debt	1,065.00
Water, gas, fuel, etc.	385.58
Insurance	307.36
Damages for injuries to persons and property	2,169.56
Office expenses, and all other expenses not included above	3,293.08
Total expenses of operating	\$49,611.46
INVENTORY OF EQUIPMENT.	
Box-cars	13
Open cars	12
Horses	109
Harnesses (pairs of)	19
Other articles of equipment:	
Sleds	3
Snow-plows	1

Largest number of horses owned at any time during the year	131
Smallest number of horses owned at any time during the year	108
Average number of horses owned during the year	119
<hr/>	
GENERAL BALANCE-SHEET, SEPT. 30, 1889.	
ASSETS.	
Construction	\$47,500.00
Equipment	
Land and buildings	
Other property	80.79
Cash and cash assets	103.24
Profit and loss	
Total assets	\$47,684.03
<hr/>	
LIABILITIES.	
Capital stock	\$25,000.00
Unfunded debt	22,500.00
Surplus	184.03
Total liabilities	\$47,684.03
<hr/>	
DESCRIPTION OF RAILWAY.	
Length of railway owned by company, measured as single track, exclusive of sidings	9.00 miles.
Aggregate length of switches, sidings, etc. . . . .	.04 "
Total length of track, measured as single track	9.04 "
Total length of track paved	8.75 "
[Weight of rail per yard, 27 and 34 lbs.]	
Total length of railway, measured as single track, not including sidings, etc., operated by this company	9.00 "
<hr/>	
MILES RUN, ETC.	
Total number of miles run during the year	260,995
Total number of passengers carried in cars	888,990
Total number of round trips for the year	89,145
Number of persons regularly employed by the company	28
Rates of fare	5 cents.

PROPER ADDRESS OF THE COMPANY.

MANCHESTER STREET RAILWAY,
MANCHESTER, N. H.

NAMES AND RESIDENCES OF OFFICERS.

Charles Williams, *President*, Manchester, N. H. ; G. H. Knowles, *Superintendent*, Manchester, N. H. ; Charles H. Bartlett, *Treasurer*, Manchester, N. H. ; E. F. Jones, *Clerk of Corporation*, Manchester, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Charles Williams, James F. Briggs, A. P. Olzendam, Charles H. Bartlett, J. L. Stevens, Manchester, N. H.

CHARLES WILLIAMS,
A. P. OLZENDAM,
C. H. BARTLETT,
J. F. BRIGGS,
J. L. STEVENS,

Directors.

C. H. BARTLETT,
Treasurer.

N. H. WALKER,
Superintendent.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH SS. January 24, 1891. Then personally appeared Charles Williams, A. P. Olzendam, C. H. Bartlett, J. F. Briggs, J. L. Stevens, and N. H. Walker, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

CHARLES E. COCHRAN,
Justice of the Peace.

REPORT

OF THE

NASHUA STREET RAILWAY COMPANY

FOR THE NINE MONTHS ENDING JUNE 30, 1889.

CAPITAL STOCK AND DEBT.	
CAPITAL STOCK.	
Capital stock authorized by votes of company	\$50,000
Capital stock paid (par value of shares, \$50)	\$20,000.00
Number of stockholders	30
DEBT.	
Unfunded debt	\$28,779.09
Total gross debt	28,779.09
Amount of cash assets, viz.:	814.90
Cash	\$99.90
Supplies	715.00
Net debt	\$27,964.19
PERMANENT INVESTMENTS.	
RAILWAY.	
Total cost of construction	\$23,944.81
EQUIPMENT.	
Horses	\$7,310.00
Cars	10,020.42
Other articles of equipment	508.69
Total cost of equipment	\$17,839.11

LAND AND BUILDINGS.	
Land owned by company needed in operating road	\$1,000.00
Buildings owned by company needed in operating road	10,531.49
Total cost of land and buildings	\$11,531.49
Total amount of permanent investments	23,944.81
Cash assets	814.90
Total property and assets of company	\$54,130.31
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE NINE MONTHS.	
New horses (3)	\$375.00
New cars (2)	2,704.08
Other equipment, 1 snow-plow and harnesses	237.25
Land and buildings	4,651.45
Total addition to property	\$7,967.78
Property sold or reduced in valuation on the books:	75.00
Horse (1)	\$75.00
Net addition to property	\$7,892.78
REVENUE FOR THE NINE MONTHS.	
Received from passengers on railways operated by this company	\$12,692.35
Received from sales of manure	262.50
Income from other sources	207.88
Total income from all sources	\$13,162.73
EXPENSES OF OPERATING THE RAILWAY FOR THE NINE MONTHS.	
Repairs of cars and other vehicles, harness, and horseshoeing	\$808.40
Repairs on buildings	44.70
Renewal of horses	75.00
Wages and salaries of president, treasurer, superintendent, and their clerks	976.07
Wages and salaries of all other persons employed in operating the road	5,234.27
Provender	3,102.72
Gas, fuel, etc.	224.79
Insurance	48.15
Damages for injuries to persons and property	225.00

Office expenses, and all other expenses not included above	\$778.82
Total expenses of operating	\$11,517.92

NET INCOME, DIVIDENDS, ETC.

Total net income above operating expenses	\$1,644.81
Interest accrued during the nine months	1,007.86
Balance for the nine months, or surplus	637.45
Surplus at commencement of nine months \$4,713.77	
Add 637.45	
Total surplus June 30, 1889	5,351.22

INVENTORY OF EQUIPMENT.

Box-cars	7
Open cars	7
Horses	52
Harnesses (pairs of)	22
Other articles of equipment:	
Snow-plow	1
Snow-sweeper	1
Sled	1
Buggy	1
Wagon	1
Carts	2
Largest number of horses owned at any time during the nine months	53
Smallest number of horses owned at any time during the nine months	49
Average number of horses owned during the nine months	51

GENERAL BALANCE-SHEET, JUNE 30, 1889.

ASSETS.

Construction	\$23,944.81
Equipment	17,839.11
Land and buildings	11,531.49
Cash and cash assets	814.90
Total assets	\$54,130.31

LIABILITIES.

Capital stock	\$20,000.00
Funded debt	28,779.09
Surplus	5,351.22
Total liabilities	\$54,130.31

COPY OF PROFIT AND LOSS ACCOUNT, JUNE 30, 1889.	
DR.	
To expenses	\$11,517.92
interest	1,007.36
balance carried forward June 30, 1889	5,351.22
	<hr/> \$17,876.50
CR.	
By balance	\$4,713.77
total income	13,162.73
	<hr/> \$17,876.50
DESCRIPTION OF RAILWAY.	
Length of railway owned by company, measured as a single track, exclusive of sidings	20,789 feet.
Aggregate length of switches, sidings, etc. . . .	2,088 "
Total length of track, measured as single track . .	22,877 "
Total length of track paved	3¾ miles.
[Weight of rail per yard, 35 lbs.]	
Description of the several lines or routes operated by the company:	
Main Line, — Kinsley, Main, and Canal streets to Concord depot.	
Main street, — From junction Kinsley and Main to Lawndale Garden.	
West Pearl street, — From Tremont House to stable on Kinsley street.	
Cost per horse for feeding, bedding, and shoeing per day	\$0.26¼
Total length of railway, measured as single track, not including sidings, etc., operated by this com- pany.	22,887 feet.
MILES RUN, ETC.	
Total number of miles run	86,992
Total number of passengers carried in the cars . .	254,243
Total number of round trips	21,748
Number of persons regularly employed by com- pany	14
Rates of fare	4, 4½, 5 cents.

PROPER ADDRESS OF THE COMPANY.

NASHUA STREET RAILWAY,

NASHUA, N. H.

Superintendent's Office, 85 KINSLEY STREET.

Treasurer's Office, 69 MAIN STREET.

NAMES AND RESIDENCES OF OFFICERS.

George H. Knowles, *President*, Boston, Mass.; George E. Mudgett, *Superintendent*, Nashua, N. H.; John D. Chandler, *Treasurer and Clerk of Corporation*, Nashua, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

George H. Knowles, Boston, Mass.; John A. Fisher, William H. Knowles, John D. Chandler, Nashua, N. H.; Charles Williams, Manchester, N. H.

GEORGE H. KNOWLES,
JOHN A. FISHER,
WILLIAM H. KNOWLES,
Directors.
JOHN D. CHANDLER,
Treasurer.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH ss. December 1, 1890. Then personally appeared George H. Knowles, John A. Fisher, William H. Knowles, and John D. Chandler, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEORGE R. PIERCE,
Notary Public.

REPORT OF THE LACONIA & LAKE VILLAGE STREET RAILWAY COMPANY

FOR THE YEAR ENDING DECEMBER 31, 1889.

CAPITAL STOCK AND DEBT.	
CAPITAL STOCK.	
Capital stock authorized by charter	\$30,000
Capital stock authorized by votes of company	20,000
Capital stock paid (par value of shares, \$50)	\$20,000.00
Number of stockholders	39
DEBT.	
Unfunded debt, as follows:	\$7,375.10
Notes payable	\$6,700.00
Accounts payable	675.10
Total gross debt	\$7,375.10
Amount of cash assets, viz.:	1,878.05
Cash	\$1,486.05
Supplies	392.00
Net debt	\$25,497.05
PERMANENT INVESTMENTS.	
RAILWAY.	
Grading and paving	\$10,732.67
Track, including timber, rails, etc., and laying	
Interest during construction, commissions, dis-	
counts, etc.	
Engineering, agencies, salaries, and other expenses	240.00
during construction	
Total cost of construction	\$10,972.67

EQUIPMENT.	
Horses	\$3,515.00
Cars	5,976.00
Other articles of equipment	2,581.00
Total cost of equipment	\$12,072.00
LAND AND BUILDINGS.	
Total cost of land and buildings	\$8,596.27
Total amount of permanent investments	\$31,640.94
Cash assets	1,878.05
Total property and assets of company	\$33,518.99
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE YEAR.	
Extension of track (paving)	\$289.10
New horses (4)	607.50
Other equipment	11.00
Land and buildings	25.31
Total addition to property	\$932.91
Property sold or reduced in valuation on the books:	310.00
Horses (4) \$310.00	
Net addition to property for the year	\$622.91
REVENUE FOR THE YEAR.	
Received from passengers on railways operated by this company	\$8,548.71
Received from sales of manure	85.50
Total earnings	\$8,634.21
Income from other sources:	482.30
Advertising \$75.00	
Barge earnings 139.92	
Rents 186.32	
Pigs 78.81	
Baiting horses, etc. 2.25	
Total income from all sources	\$9,116.51
EXPENSES OF OPERATING THE RAILWAY FOR THE YEAR.	
Repairs of roadbed and track	\$249.75
Repairs of cars and other vehicles, harness, and horseshoeing	641.73

Repairs on buildings	\$79.83
Renewal of horses	80.00
Wages and salaries of president, treasurer, superintendent, and their clerks	125.00
Wages and salaries of all other persons employed in operating the road	3,011.46
Provender	1,670.25
Insurance	196.17
Office expenses, and all other expenses not included above	501.64
Total expenses of operating	\$6,555.83
NET INCOME, DIVIDENDS, ETC.	
Total net income above operating expenses	\$2,560.68
Interest accrued during the year	394.00
Dividends declared (5 per cent for the year)	1,000.00
Balance for the year, or surplus	1,166.68
Surplus at commencement of year	4,977.21
Total surplus December 31, 1889	6,143.89
INVENTORY OF EQUIPMENT.	
Box-cars	4
Open cars	4
Horses	20
Barges	2
Sleighs	6
Other articles of equipment:	
Wagon, tip-cart, platform car, and plow.	
Largest number of horses owned at any time during the year	20
Smallest number of horses owned at any time during the year	18
Average number of horses owned during the year	20
GENERAL BALANCE-SHEET, DEC. 31, 1889.	
ASSETS.	
Construction	\$10,972.67
Equipment	12,072.00
Land and buildings	8,596.27
Cash and cash assets	1,878.05
Total assets	\$33,518.99

LIABILITIES.	
Capital stock	\$20,000.00
Unfunded debt	7,375.10
Surplus	6,143.89
Total liabilities	\$33,518.99

COPY OF PROFIT AND LOSS ACCOUNT FOR
THE YEAR ENDING DEC. 31, 1889.

DR.	
To expenses	\$6,555.83
interest	394.00
dividends	1,000.00
balance carried forward January 1, 1890	6,143.89
	\$14,093.72
CR.	
By balance January 1, 1889	\$4,977.21
total income	9,116.51
	\$14,093.72

DESCRIPTION OF RAILWAY.	
Length of railway owned by company, measured as a single track, exclusive of sidings	2.136 miles.
Aggregate length of switches, sidings, etc. . . . .	.169 "
Total length of track, measured as single track	2.305 "
Total length of track paved . . . . .	.520 "
Weight of rail per yard, and description of rail : Street, 34 lbs. ; T, 25 lbs.	
Total length of railway, measured as single track, not including sidings, etc., operated by this company	2.136 "

MILES RUN, ETC.	
Total number of miles run during the year	47,587
Total number of passengers carried in the cars	168,047
Total number of round trips for the year	10,575
Number of persons regularly employed by company	5
Rates of fare	4, 5, 6 cents.

PROPER ADDRESS OF THE COMPANY.

LACONIA AND LAKE VILLAGE HORSE RAILROAD,
LACONIA, N. H.

NAMES OF OFFICERS.

A. G. Folsom, *President*; B. S. Keniston, *Manager*; Edmund Little, *Treasurer and Clerk of Corporation*.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

A. G. Folsom, C. A. Busiel, J. C. Hutchinson, S. B. Smith, E. C. Lewis, D. A. Tilton, Laconia, N. H.; S. C. Clark, Lake Village, N. H.

A. G. FOLSOM,
C. A. BUSIEL,
S. C. CLARK,
S. B. SMITH,
GARDNER COOK,
J. GILBERT,

Directors.

EDMUND LITTLE,

Treasurer.

B. S. KENISTON,

Superintendent.

STATE OF NEW HAMPSHIRE.

BELKNAP SS. January, 1890. Then personally appeared A. G. Folsom, president, Edmund Little, treasurer, and B. S. Keniston, superintendent, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

GEORGE B. LANE,

Justice of the Peace.

REPORT OF THE MANCHESTER STREET RAILWAY COM- PANY

FOR THE NINE MONTHS ENDING JUNE 30, 1890.

CAPITAL STOCK AND DEBT.	
CAPITAL STOCK.	
Capital stock authorized by charter	\$100,000
Capital stock authorized by votes of com- pany	25,000
Capital stock paid (par value of shares, \$100)	\$25,000.00
Number of stockholders	17
DEBT.	
Notes bearing interest	\$42,730.58
Total gross debt	\$42,730.58
Amount of cash assets, viz. :	332.05
Cash	\$251.26
Depreciation account	80.79
Net debt	\$42,398.53
PERMANENT INVESTMENTS.	
RAILWAY.	
Total cost of construction, equipment, land, build- ings, and other property not charged to expense account	\$47,500.00
EQUIPMENT.	
Horses	136
Cars	25

PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE NINE MONTHS.	
New horses	27
REVENUE FOR THE NINE MONTHS.	
Received from passengers on railways operated by this company	\$34,970.50
Received from sales of manure	100.75
Total earnings	\$35,071.25
Income from other sources, viz.:	2,068.75
Rents \$10.00	
Horses and materials sold 1,993.03	
G. H. Knowles, \$53.32; G. W. Riddle, \$3; error, \$9.40 65.72	
Total income from all sources	\$37,140.00
EXPENSES OF OPERATING THE RAILWAY FOR THE NINE MONTHS.	
Repairs of roadbed and track	\$1,194.17
Repairs of cars and other vehicles, harness, and horseshoeing	6,097.82
Repairs on buildings	1,198.03
Renewal of horses	4,420.94
Wages and salaries of persons employed in operat- ing the road	20,029.03
Provender	10,387.13
Rent	298.45
Interest	1,500.00
Water, gas, and fuel	482.30
Insurance	387.73
Damages for injuries to persons and property	150.00
Office expenses, and all other expenses not included above	3,059.11
Total operating expenses	\$49,204.71
INVENTORY OF EQUIPMENT.	
Box-cars	13
Open cars	12
Horses	136
Harnesses (pairs of)	34
Other articles of equipment: Four snow-plows, one wagon, and snow-sleds.	

Largest number of horses owned at any time during the nine months	141
Smallest number of horses owned at any time during the nine months	108
Average number of horses owned during the nine months	124
GENERAL BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Construction	\$47,500.00
Cash and cash assets	332.05
Profit and loss	19,898.53
Total assets	\$67,730.58
LIABILITIES.	
Capital stock	\$25,000.00
Unfunded debt	42,730.58
Total liabilities	\$67,730.58
DESCRIPTION OF RAILWAY.	
Length of railway owned by company, measured as a single track, exclusive of sidings	9.00 miles.
Aggregate length of switches, sidings, etc. . . . .	.04 "
Total length of track, measured as single track	9.04 "
Total length of track paved	8.75 "
[Weight of rail per yard, 27 and 34 lbs.]	
Total length of railway, measured as single track, not including sidings, etc., operated by this company	9.00 "
MILES RUN, ETC.	
Total number of passengers carried in the cars	701,232
Rates of fare	5 cents.

STATEMENT OF EACH ACCIDENT.

No accident of importance.

January 1, 1890. — Emma Peacor and Eliza Lancaster were slightly injured by being run against by a pair of horses which got away from their driver while being shifted from one end of the car to the other.

May 30. — A Mr. Ordway fell from an overcrowded car and received slight bruises.

PROPER ADDRESS OF THE COMPANY.

MANCHESTER STREET RAILWAY,

MANCHESTER, N. H.

NAMES AND RESIDENCES OF OFFICERS.

Charles Williams, *President*, Manchester, N. H.; G. H. Knowles, *Superintendent*, Manchester, N. H.; C. H. Bartlett, *Treasurer*, Manchester, N. H.; Edwin F. Jones, *Clerk of Corporation*, Manchester, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

Charles Williams, James F. Briggs, Charles H. Bartlett, A. P. Olzendam, J. L. Stevens, Manchester, N. H.

CHARLES WILLIAMS,
A. P. OLZENDAM,
J. F. BRIGGS,
C. H. BARTLETT,
J. L. STEVENS,

Directors.

C. H. BARTLETT,

Treasurer.

N. H. WALKER,

Superintendent.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH SS. January 24, 1891. Then personally appeared Charles Williams, A. P. Olzendam, J. F. Briggs, C. H. Bartlett, J. L. Stevens, and N. H. Walker, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

CHARLES E. COCHRAN,

Justice of the Peace.

REPORT

OF THE

NASHUA STREET RAILWAY COMPANY

FOR THE YEAR ENDING JUNE 30, 1890.

CAPITAL STOCK AND DEBT.	
CAPITAL STOCK.	
Capital stock authorized by charter	\$50,000
Capital stock authorized by votes of company	20,000
Capital stock paid (par value of shares, \$50)	\$20,000.00
DEBT.	
Unfunded debt	\$45,613.72
Amount of cash assets, viz.:	1,503.55
Cash	\$378.55
Supplies	1,125.00
Net debt	\$44,110.17
PERMANENT INVESTMENTS.	
RAILWAY.	
Total cost of construction	\$28,520.08
EQUIPMENT.	
Horses	\$10,178.35
Cars	15,624.93
Other articles of equipment	614.44
Total cost of equipment	\$26,417.72

LAND AND BUILDINGS.	
Land owned by company needed in operating road	\$1,000.00
Buildings owned by company needed in operating road	14,179.25
Total cost of land and buildings	\$15,179.25
Total amount of permanent investments	28,520.68
Cash assets	1,503.55
Total property and assets of company	\$71,621.20
PROPERTY ACCOUNTS : CHARGES AND CREDITS DURING THE YEAR.	
Extension of tracks	\$4,575.87
New horses	3,043.35
New cars	5,604.51
Other equipment (new harnesses)	105.75
Land and buildings	3,647.76
Total addition to property	\$16,977.24
Property sold or reduced in valuation on the books : Horses sold \$175.00	175.00
Net addition to property for the year	\$16,802.24
REVENUE FOR THE YEAR.	
Received from passengers on railways operated by this company	\$21,749.15
Received from sales of manure	322.02
Income from other sources	708.10
Total income from all sources	\$22,779.27
EXPENSES OF OPERATING THE RAILWAY FOR THE YEAR.	
Repairs of roadbed and track	\$69.07
Repairs of cars and other vehicles, harness, and horseshoeing	1,487.77
Repairs on buildings	84.20
Renewal of horses	175.00
Wages and salaries of president, treasurer, super- intendent, and their clerks	2,618.80
Wages and salaries of all other persons employed in operating the road	8,925.31
Provender	4,595.96
Gas, coal, etc.	408.25

Insurance	\$336.31
Office expenses, and all other expenses not included above	1,510.98
Total expenses of operating	\$20,209.65
NET INCOME, DIVIDENDS, ETC.	
Total net income above operating expenses	\$2,569.62
Interest accrued during the year	1,313.36
Dividends declared (3 per cent for the year)	600.00
Balance for the year, or surplus	656.26
Surplus at commencement of year . . . \$5,351.22	
Add	656.26
Total surplus June 30, 1890	\$6,007.48
INVENTORY OF EQUIPMENT.	
Box-cars	7
Open cars	13
Horses	68
Harnesses (pairs of)	25
Other articles of equipment:	
Snow-plows	3
Sled	1
Buggy	1
Wagon	1
Carts	2
Largest number of horses owned at any time during the year	68
Smallest number of horses owned at any time during the year	49
Average number of horses owned during the year	60
GENERAL BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Construction	\$28,520.68
Equipment	26,417.72
Land and buildings	15,179.25
Cash and cash assets	1,503.55
Total assets	\$71,621.20
LIABILITIES.	
Capital stock	\$20,000.00
Unfunded debt	45,613.72
Surplus	6,007.48
Total liabilities	\$71,621.20

COPY OF PROFIT AND LOSS ACCOUNT FOR
THE YEAR ENDING JUNE 30, 1890.

DR.

To expenses	\$20,209.65
interest	1,313.36
dividends	600.00
balance carried forward	6,007.48
	<u>\$28,130.49</u>

CR.

By balance	\$5,351.22
total income	22,779.27
	<u>\$28,130.49</u>

DESCRIPTION OF RAILWAY.

Length of railway owned by company, measured as a single track, exclusive of sidings	23,789 feet.
Aggregate length of switches, sidings, etc. . . .	2,088 "
Total length of track, measured as single track	25,877 "
Total length of track paved	4 miles.
Weight of rail per yard, and description of rail: Tram and girder, 35 lbs.	
Description of the several lines or routes operated by the company:	
Main line, — Kinsley, Main, and Canal streets to Concord depot.	
Main street, — From Kinsley street, south through Main street to Lawndale Garden.	
West Pearl street, — From Tremont House, west through West Pearl, Palm, Hollis, and Hanover streets to stables.	
Cost per horse per day for feeding, bedding, and shoeing	24¾ cents.

MILES RUN, ETC.

Total number of miles run during the year	138,860
Total number of passengers carried in the cars . .	436,938
Total number of round trips for the year	34,715
Number of persons regularly employed by company . .	14
Rates of fare	4,4½, 5 cents.

STATEMENT OF EACH ACCIDENT.

March 17. — Delbert E. Bly, a small boy about twelve years of age, while at play in the street, pitched head first under the horses while a car was in motion on Main street, near Pearl street, and before the car could be stopped the wheels passed over him, killing him instantly.

May 30. — Gertie M. Smith, a little girl about 4 years of age, ran from her mother's side upon the sidewalk directly under the car (behind the horses), and before the car could be stopped it passed over her. She lived only about 48 hours. Car going west on Bridge street near the bridge over Nashua river.

PROPER ADDRESS OF THE COMPANY.

NASHUA STREET RAILWAY,
NASHUA, N. H.

NAMES AND RESIDENCES OF OFFICERS.

George H. Knowles, *President*, 77 State street, Boston, Mass.; George E. Mudgett, *Superintendent*, Nashua, N. H.; John D. Chandler, *Treasurer and Clerk of Corporation*, Nashua, N. H.

NAMES AND RESIDENCES OF DIRECTORS LAST ELECTED.

George H. Knowles, Boston, Mass.; John A. Fisher, John D. Chandler, William H. Knowles, Nashua, N. H.; Charles Williams, Manchester, N. H.

GEORGE H. KNOWLES,
JOHN A. FISHER,
JOHN D. CHANDLER,
Directors.

STATE OF NEW HAMPSHIRE.

HILLSBOROUGH SS. NASHUA, December 16, 1890. Then personally appeared George H. Knowles, John A. Fisher, and John D. Chandler, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

MOSES D. TAYLOR,
Justice of the Peace.

REPORT OF THE LACONIA AND LAKE VILLAGE STREET RAILWAY COMPANY

FOR THE SIX MONTHS ENDING JUNE 30, 1890.

CAPITAL STOCK AND DEBT.		
CAPITAL STOCK.		
Capital stock authorized by charter	\$30,000	
Capital stock authorized by votes of company	20,000	
Capital stock paid (par value of shares, \$50)		\$20,000.00
Number of stockholders	32	
DEBT.		
Unfunded debt, as follows:		\$6,725.75
Notes payable	\$6,700.00	
Accounts payable	25.75	
Total gross debt		\$26,725.75
Amount of cash assets, viz.:		64.25
Cash overdrawn	\$30.19	
Supplies	94.44	
Net debt		\$26,661.50
PERMANENT INVESTMENTS.		
RAILWAY.		
Grading and paving	}	\$11,298.09
Track, including timber, rails, etc., and laying		
Interest during construction, commissions, discounts, etc.		240.00
Total cost of construction		\$11,538.09

EQUIPMENT.	
Horses	\$3,814.40
Cars	6,030.00
Other articles of equipment	2,671.00
Total cost of equipment	\$12,515.40
LAND AND BUILDINGS.	
Total cost of land and buildings	\$8,688.99
Total amount of permanent investments	\$32,742.48
Cash assets	64.25
Total property and assets of company	\$32,806.73
PROPERTY ACCOUNTS: CHARGES AND CREDITS DURING THE SIX MONTHS.	
Extension of tracks in process (1,948 feet)	\$565.42
New horses (2)	299.40
New cars	54.00
Other equipment	90.00
Land and buildings	92.72
Total addition to property	\$1,101.54
REVENUE FOR THE SIX MONTHS.	
Received from passengers on railways operated by this company	\$4,303.57
Income from other sources:	157.75
Barge	\$89.75
Rent	68.00
Total income from all sources	\$4,461.32
EXPENSES OF OPERATING THE RAILWAY FOR THE SIX MONTHS.	
Repairs of roadbed and track	\$77.53
Repairs of cars and other vehicles, harness, and horseshoeing	224.23
Repairs on buildings	13.40
Wages and salaries of president, treasurer, superin- tendent, and their clerks	50.00
Wages and salaries of all other persons employed in operating the road	1,679.29
Provender	1,090.59
Insurance	127.76

Office expenses, and all other expenses not included above	\$261.43
Total expenses of operating	\$3,524.23
NET INCOME, DIVIDENDS, ETC.	
Total net income above operating expenses . .	\$937.09
Dividends declared (5 per cent for the year) . .	1,000.00
Balance for the six months, or deficiency . .	62.91
Surplus at commencement of year	6,143.89
Total surplus June 30, 1890	6,080.98
INVENTORY OF EQUIPMENT, JUNE 30, 1890.	
Box-cars	4
Open cars	4
Horses	22
Harnesses (pairs of)	8
Barges	2
Sleighs	6
Other articles of equipment:	
Wagon, cart, flat car, and plow.	
Largest number of horses owned at any time during the six months	22
Smallest number of horses owned at any time during the six months	20
Average number of horses owned during the six months	20
GENERAL BALANCE-SHEET, JUNE 30, 1890.	
ASSETS.	
Construction	\$11,538.09
Equipment	12,515.40
Land and buildings	8,688.99
Cash and cash assets	64.25
Total assets	\$32,806.73
LIABILITIES.	
Capital stock	\$20,000.00
Unfunded debt	6,725.75
Surplus	6,080.98
Total liabilities	\$32,806.73

COPY OF PROFIT AND LOSS ACCOUNT FOR
THE SIX MONTHS ENDING JUNE 30, 1890.

DR.

To expenses	\$3,524.23
dividends	1,000.00
balance carried forward July 1, 1890	6,080.98
	<u>\$10,605.21</u>

CR.

By balance January 1, 1890	\$6,143.89
total income	4,461.32
	<u>\$10,605.21</u>

DESCRIPTION OF RAILWAY.

Length of railway owned by company, measured as a single track	2.452 miles.
Aggregate length of switches, sidings, etc. . . . .	.220 "
Total length of track measured as single track	2.672 "
Total length of track paved . . . . .	.520 "
Weights of rail per yard, and description of rail : Street, 34 lbs., T, 25 lbs.	
Total length of railway, measured as single track, not including sidings, etc., operated by this company	2.452 "

MILES RUN, ETC.

Total number of miles run	22,640
Total number of passengers carried in the cars	90,006
Total number of round trips	4,999
Number of persons regularly employed by company	6
Rates of fare	4, 5, 6 cents.

PROPER ADDRESS OF THE COMPANY.

LACONIA AND LAKE VILLAGE HORSE RAILROAD,
LACONIA, N. H.

NAMES OF OFFICERS.

A. G. Folsom, *President*, B. S. Keniston, *Superintendent*, Edmund Little, *Treasurer and Clerk of Corporation*.

NAMES OF DIRECTORS LAST ELECTED.

A. G. Folsom, C. A. Busiel, S. C. Clark, S. B. Smith, E. C. Lewis, G. Cook, J. Gilbert.

A. G. FOLSOM,
S. B. SMITH,
E. C. LEWIS,
J. GILBERT,

Directors.

EDMUND LITTLE,

Treasurer.

B. S. KENISTON,

Superintendent.

STATE OF NEW HAMPSHIRE.

BELKNAP SS. October 29, 1890. Then personally appeared A. G. Folsom, Edmund Little, and B. S. Keniston, and severally made oath to the truth of the foregoing statement by them subscribed, according to their best knowledge and belief.

TRUE E. PRESCOTT,

Justice of the Peace.

NOTE. — The Dover Horse Railroad having passed out of existence, it has been found impracticable to obtain returns covering this last year of its operation, and its successor, the Union Street Railroad, was not completed until after the close of the railroad year ending June 30, 1890. Hence we have no returns for any street railway in Dover for this report.

PART IV.

TABULATED STATEMENTS.

EARNINGS AND EXPENSES FOR YEAR ENDING JUNE 30, 1890.

RAILROADS.	Receipts from passenger department.	Receipts from freight de- partment.	Rents for use of roads.	Income from other sour- ces.	Total income.	Expenses and taxes.	Net income.	Rents paid.
Atlantic & St. Lawrence.....	\$80,456.15	\$218,657.27	.....	\$807.89	\$299,921.11	\$275,229.05	\$24,692.06	.....
Boston & Maine.....	7,768,162.11	6,788,585.06	\$9,662.67	424,100.50	14,986,510.34	10,008,186.01	4,977,325.33	* \$3,941,643.57
Concord & Montreal.....	1,155,340.26	1,588,349.40	13,071.04	18,840.91	2,775,601.61	2,189,454.68	586,146.93	66,527.00
Pemigewasset Valley.....	.....	.....	† 30,204.00	300.00	30,504.00	312.19	30,191.81	.....
Eastern in New Hampshire.....	.....	.....	22,500.00	113.50	22,613.50	429.32	22,184.18	.....
Manchester & Lawrence.....	.....	.....	102,000.00	4,078.80	106,078.80	7,107.42	98,971.38	.....
Nashua & Lowell.....	.....	.....	73,000.00	18,089.74	91,089.74	10,553.57	80,536.17	.....
Portsmouth & Dover.....	.....	.....	46,140.00	.....	46,140.00	.....	46,140.00	.....
Portsmouth, Gt. Falls & Conway	.....	.....	† 22,500.00	55,506.95	78,006.95	.....	78,006.95	.....
West Amesbury Branch.....	.....	.....	5,700.00	.....	5,700.00	486.19	5,213.81	.....
Wolfeborough.....	.....	.....	2,190.00	.....	2,190.00	.....	2,190.00	.....
Worcester, Nashua & Rochester	.....	.....	254,000.00	.....	254,000.00	\$ 1,777.64	252,121.44	.....
Cheshire.....	202,896.67	442,932.22	.....	31,917.43	677,746.32	451,631.63	194,207.00	.....
Lessees Monadnock.....	14,104.53	26,861.60	.....	952.67	41,919.10	28,340.36	13,578.74	12,000.00
Mount Washington.....	26,000.50	.....	.....	677.78	26,678.28	19,611.17	7,067.11	.....

Fitchburg.....	1,995,094.23	3,981,775.72	58,500.00	244,163.38	6,259,833.33	4,925,905.34	1,783,927.49	271,980.00
Monadnock.....	.....	.....	12,000.00	435.11	12,435.11	513.50	11,941.61	.....
St Sullivan County.....	98,151.90	152,354.04	.....	330.88	245,836.77	146,220.66	99,616.11	3,687.56
Ashuelot.....	.....	.....	12,613.76	.....	12,613.76	.....	12,613.76	.....
Boston & Lowell.....	.....	.....	685,254.91	.....	685,254.91	.....	685,254.91	.....
Dover & Winnepesaukee.....	.....	.....	29,000.00	.....	29,000.00	.....	29,000.00	.....
Peterborough.....	.....	.....	35,699.64	.....	35,699.64	.....	35,699.64	.....
Wilton.....	.....	.....	16,950.00	.....	16,950.00	.....	16,950.00	.....
Concord & Portsmouth.....	.....	.....	31,250.00	.....	31,250.00	.....	31,250.00	.....
Suncook Valley.....	.....	.....	18,375.00	.....	18,375.00	.....	18,375.00	.....
Northern.....	.....	.....	199,920.00	.....	199,920.00	.....	199,920.00	.....
Peterborough & Hillsborough.....	.....	.....	35,699.64	.....	35,699.64	.....	35,699.64	.....
Portland & Rochester.....	101,618.40	117,399.39	.....	2,442.62	221,460.41	165,477.47	55,982.94	.....
Worcester, Nashua & Rochester.....	.....	.....	250,000.00	.....	250,000.00	.....	250,000.00	.....

* Includes Eastern Railroad of surplus earnings for year ending September 30, 1889, paid as rent, amounting to \$436,000.

† Twelve months, to February 1, 1890. ‡ Six months' rental. § Error, expense account short \$100.92.

ASSETS, LIABILITIES, AND DIVIDENDS.

RAILROADS.	Capital stock.	Funded debt.	Unfunded debt.	Total debt.	Cash assets.	Net debt.	Net cash assets.	Interest accrued.	Dividends paid.	Rate.
Atlantic & St. Lawrence.....	\$5,484,000.00	\$3,000,000.00	.....	\$3,000,000.00	.....	\$3,000,000.00	.....	\$167,369.30	.....	.....
Boston & Maine.....	16,297,743.80	17,333,920.31	\$4,782,357.87	22,116,278.18	\$5,250,865.42	16,925,412.76	.....	569,160.34	* \$665,000.00	.0850
Concord & Montreal.....	4,800,000.00	3,717,900.00	1,331,158.49	5,049,058.49	761,380.88	4,287,677.61	.....	107,637.96	411,916.67	.0858
Pemigewasset Valley	503,400.00	.....	.....	.....	523.26	.....	\$523.26	.....	30,304.00	.0800
Eastern in New Hampshire..	492,500.00	.....	3,049.80	3,049.80	5,559.90	.....	2,510.10	.....	22,162.50	.0450
Manchester & Lawrence.....	1,000,000.00	.....	6,774.50	6,774.50	56,153.45	.....	49,378.95	.....	100,000.00	.1000
Nashua & Lowell.....	800,000.00	300,000.00	17,941.50	317,941.50	319,121.44	.....	1,156.94	17,631.24	72,000.00	.0900
Portsmouth & Dover.....	768,000.00	.....	288.00	288.00	888.00	.....	600.00	.....	46,140.00	.0600
Portsmouth, Gt. Falls & Conw'y	1,150,300.00	1,000,000.00	3,271.00	1,003,271.00	4,298.47	998,972.53	.....	1 22,500.00	55,407.50	† .0925
West Amesbury Branch.....	57,000.00	57,000.00	35.50	57,035.50	667.43	56,368.07	.....	3,990.00	855.00	.0150
Wolfeborough.....	385,500.00	.....	.....	.....	.....	.....	.....	.....	2,190.00	\$.0600
Worcester, Nashua & Roch's r	3,046,800.00	1,540,000.00	234,887.30	1,774,887.30	40,921.64	1,733,965.66	.....	85,927.44	183,864.00	.0600
Cheshire.....	2,153,300.00	800,000.00	267,329.36	1,067,329.36	393,968.87	678,330.49	.....	49,227.61	126,000.00	.0600
Mt. Washington.....	129,500.00	.....	553.35	553.35	4,598.96	.....	4,040.51	.....	9,065.00	.0700
Fitchburg.....	20,775,100.00	18,534,600.00	2,122,902.87	20,657,502.87	2,971,405.81	17,686,097.06	.....	807,416.44	261,835.60	.0200
Monadnock.....	205,400.00	48,000.00	.....	48,000.00	3,541.61	44,458.39	.....	2,400.00	6,000.00	.0800
Sullivan County.....	500,000.00	.....	206,488.11	206,488.11	1,724.40	204,763.71	.....	12,549.53	40,000.00	.0800

**NUMBER OF STOCKHOLDERS AND AMOUNT OF STOCK
HELD IN NEW HAMPSHIRE FOR THE YEAR ENDING
JUNE 30, 1890.**

RAILROADS.	Total number of stockholders.	Number of stockholders in New Hampshire.	Amount of stock held in New Hampshire.
Atlantic & St. Lawrence.....	1,404	.....	.....
Boston & Maine.....	4,016	1,009	\$2,038,800.00
Concord & Montreal.....	2,420	1,811	3,143,100.00
Pemigewasset Valley	174	127	317,600.00
Eastern in New Hampshire.....	383	204	315,700.00
Manchester & Lawrence.....	570	321	609,600.00
Nashua & Lowell	393	187	247,400.00
Portsmouth & Dover	150	138	753,300.00
Portsmouth, Great Falls & Conway.....	350	48	77,000.00
West Amesbury Branch	27	3	15,700.00
Wolfeborough	80	63	28,200.00
Worcester, Nashua & Rochester.....	825	187	757,100.00
Cheshire.....	515	38	350,600.00
Mount Washington.....	36	23	84,400.00
Fitchburg	4,314	263	370,000.00
Monadnock	5	3	103,000.00
Sullivan County	9	.....	.....
Portland & Rochester	92	3	1,100.00

MILEAGE AND COST OF ROADS AND EQUIPMENT.

RAILROADS.	Main line of road.	Same in New Hampshire.					Same in New Hampshire.					Same in New Hampshire.				
		Double track.	Branches owned.	Same in New Hampshire.	Double track.	Branches owned.	Same in New Hampshire.	Double track on branches.	Sidings and other tracks.	Same in New Hampshire.	Double track.	Branches owned.	Same in New Hampshire.	Double track on branches.	Sidings and other tracks.	Same in New Hampshire.
Ashuelot.....	94.00	22.21	.....	.....	.....	.....	.....	.....	4.97	4.86	.....	.....	.....	.....	83.85	10.34
Atlantic & St. Lawrence.....	149.53	52.06	.....	.....	.....	.....	.....	.....	83.85	10.34	.....	.....	.....	.....	83.85	10.34
Boston & Lowell.....	28.75	.....	71.34	.....	26.75	.....	.....	15.45	37	.....	.....	.....	.....	.....	.....	.....
Ferngawasset Valley.....	20.06	20.06	.....	.....	34.53	81.78	62.02	.....	110.20	107.50	.....	.....	.....	.....	107.50	.....
Concord & Montreal.....	201.30	104.69	85.89	15.17	99.66	85.89	2.75	5.29	188.14	29.86	.....	.....	.....	.....	29.86	.....
Boston & Maine.....	259.81	29.00	.....	.....	.....	.....	.....	.....	2.00	2.00	.....	.....	.....	.....	2.00	.....
Dover & Winnepesaukee.....	29.00	29.00	.....	.....	5.94	.....	.....	.....	10.81	10.81	.....	.....	.....	.....	10.81	.....
Eastern in New Hampshire.....	16.08	16.08	.....	.....	.....	.....	.....	.....	3.00	3.00	.....	.....	.....	.....	3.00	.....
Manchester & Keene.....	29.59	29.59	.....	.....	.....	.....	.....	.....	3.38	3.38	.....	.....	.....	.....	3.38	.....
Manchester & Lawrence.....	22.39	22.39	.....	.....	.....	.....	.....	.....	6.08	6.08	.....	.....	.....	.....	6.08	.....
Nashua & Lowell.....	14.50	5.25	.....	.....	14.50	.....	.....	.....	1.00	1.00	.....	.....	.....	.....	1.00	.....
Peterborough.....	10.50	10.50	.....	.....	.....	.....	.....	.....	1.85	1.85	.....	.....	.....	.....	1.85	.....
Portsmouth & Dover.....	10.88	10.88	.....	.....	.....	.....	.....	.....	12.77	11.13	.....	.....	.....	.....	12.77	.....
Portsmouth, Great Falls & Conway.....	72.86	69.94	72.86	69.94	.....	.....	.....	.....	2.24	2.24	.....	.....	.....	.....	2.24	.....
West Amesbury Branch.....	4.45	2.32	.....	.....	.....	.....	.....	.....	2.09	2.09	.....	.....	.....	.....	2.09	.....
Wilton.....	15.50	15.50	.....	.....	.....	.....	.....	.....	29.47	13.22	.....	.....	.....	.....	29.47	.....
Worcester.....	12.03	12.03	.....	.....	18.13	.....	.....	.....	20.32	16.33	.....	.....	.....	.....	20.32	.....
Worcester, Nashua & Rochester.....	94.48	55.02	.....	.....	.....	.....	.....	.....	70	70	.....	.....	.....	.....	70	.....
Cheshire.....	53.62	42.81	.....	.....	.....	.....	.....	.....	8.68	8.68	.....	.....	.....	.....	8.68	.....
Monadnock.....	15.80	13.76	.....	.....	.....	.....	.....	.....	1.50	1.50	.....	.....	.....	.....	1.50	.....
Concord & Portsmouth.....	40.50	40.50	7.00	7.00	.....	.....	.....	.....	3.27	3.27	.....	.....	.....	.....	3.27	.....
Manchester & North Weare.....	19.00	19.00	.....	.....	.....	.....	.....	.....	2.38	2.38	.....	.....	.....	.....	2.38	.....
Nashua, Acton & Boston.....	90.83	4.57	.....	.....	.....	.....	.....	.....	188.48	.....	.....	.....	.....	.....	.....	.....
Suncook Valley.....	17.37	17.37	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fitchburg.....	189.96	.....	108.09	9.47	100.56	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mount Washington.....	3.33	3.33	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Northern.....	69.50	69.50	13.41	13.41	.....	.....	.....	.....	16.54	16.54	.....	.....	.....	.....	16.54	.....
Concord & Claremont.....	56.00	56.00	14.90	14.90	.....	.....	.....	.....	7.87	7.87	.....	.....	.....	.....	7.87	.....
Peterborough & Hillsborough.....	18.51	18.51	.....	.....	.....	.....	.....	.....	1.44	1.44	.....	.....	.....	.....	1.44	.....

MILEAGE AND COST OF ROADS AND EQUIPMENT.—Continued.

RAILROADS.	Main line of road.	Same in New Hampshire.	Double track.	Same in New Hampshire.	Branches owned.	Same in New Hampshire.	Double track on branches.	Sidings and other tracks.	Same in New Hampshire.
Portland & Rochester.....	52.50	3.50	.....	.....	.....	.....	.....	13.82	1.50
Portland & Ogdensburg.....	91.35	40.54	.....	.....	.....	.....	.....	.....	.....
Profile & Franconia Notch.....	13.33	13.33	.....	.....	.....	.....	.....	.....	.....
Sullivan County.....	26.00	25.81	8.68	8.68	.....	.....	.....	5.44	5.44
Whitefield and Jefferson.....	13.00	13.00	.....	.....	5.00	5.00	.....	3.00	3.00
Upper Coos.....	21.17	21.17	.....	.....	.....	.....	.....	.....	.....
Kilkenny.....	10.00	10.00	.....	.....	.....	.....	.....	.....	.....
Bartlett & Albany.....	13.00	12.00	.....	.....	.....	.....	.....	.....	.....
Lake Village to Alton Bay.....	18.00	18.00	.....	.....	18.00	18.00	.....	.....	.....
Belmont Junction to Belmont.....	4.00	4.00	.....	.....	4.00	4.00	.....	.....	.....
Pittsfield to Center Barnstead.....	4.45	4.45	.....	.....	4.45	4.45	.....	.....	.....
Great Falls Branch.....	2.75	2.75	.....	.....	2.75	2.75	.....	.....	.....

RAILROADS.	Total length computed as single track.	Same in New Hampshire.	Other roads operated.	Same in New Hampshire.	Total road operated.	Same in New Hampshire.	Cost of road and equip- ment.
Ashuelot	98.97	27.88	.....	.....	24.00	23.21	\$238,756.25
Atlantic & St. Lawrence.....	183.43	62.30	.....	.....	149.58	52.04	2,592,781.00
Boston & Lowell	204.21	.....	187.26	187.26	187.86	187.26	7,634,783.80
Pemigewasset	90.43	90.43	.....	.....	.....	.....	592,969.75
Concord & Montreal	497.81	408.85	85.97	85.97	368.35	352.09	7,703,963.89
Boston & Maine.....	613.79	182.47	894.33	880.88	1,210.03	458.32	32,254,043.60
Dover & Winnepesaukee.....	31.00	31.00	.....	.....	.....	.....	480,000.00
Eastern in New Hampshire.....	32.83	32.83	.....	.....	.....	.....	780,535.36
Manchester & Keene	23.77	24.31	.....	.....	.....	.....	1,000,000.10
Manchester & Lawrence.....	35.08	12.45	.....	.....	.....	.....	869,410.02
Nashua & Lowell	11.50	11.50	.....	.....	.....	.....	368,940.00
Peterborough	12.73	12.73	.....	.....	.....	.....	783,400.00
Portsmouth & Dover	12.73	12.73	.....	.....	.....	.....	21,150,300.00
Portsmouth, Great Falls & Conway	85.63	81.07	.....	.....	.....	.....	*2,114,000.00
West Amesbury Branch.....	4.94	2.70	.....	.....	.....	.....	242,600.00
Wilton.....	17.74	17.74	.....	.....	.....	.....	385,500.00
Wolfeborough	14.12	14.12	.....	.....	.....	.....	4,553,921.02
Worcester, Nashua & Rochester.	142.08	68.24	26.21	13.75	64.01	42.81	2,886,265.01
Cheshire.....	73.94	59.74	.....	.....	.....	.....	371,701.76
Monadnock	16.50	14.45	.....	.....	.....	.....	350,000.00
Concord & Portsmouth.....	56.18	56.18	.....	.....	.....	.....	200,000.00
Manchester & North Weare.....	20.50	20.50	.....	.....	.....	.....	1,057,031.20
Nashua, Acton & Boston.....	24.10	6.16	.....	.....	.....	.....	348,199.19
Suncook Valley	19.75	19.75	.....	.....	.....	.....	87,258,914.02
Fitchburg	588.77	9.47	70.03	.....	369.08	9.47	139,500.00
Mount Washington.....	3.33	3.33	.....	.....	3.33	3.33	3,068,400.00
Northern	99.45	99.45	.....	.....	.....	.....	1,131,206.38
Concord & Claremont.....	78.77	78.77	.....	.....	.....	.....	205,298.44
Peterborough & Hillsborough.....	19.95	19.95	.....	.....	.....	.....	.....

* Included in the main line of the Boston & Maine.

MILEAGE AND COST OF ROADS AND EQUIPMENT. — Continued.

RAILROADS.	Total length computed as single track.	Same in New Hampshire.	Other roads operated.	Same in New Hampshire.	Total road operated.	Same in New Hampshire.	Cost of road and equip- ment.
Portland & Rochester.....	66.33	5.00	.....	.....	52.50	9.50	\$592,070.45
Portland & Ogdensburg.....	.....	.....	.....	.....	91.35	40.54	.....
Profile & Franconia Notch.....	.....	.....	.....	.....	.....	.....	216,017.62
Sullivan County.....	40.12	39.93	.....	.....	26.00	25.81	838,175.70
Whitefield & Jefferson.....	21.00	21.00	.....	.....	18.00	18.00	189,504.39
Upper Coos.....	21.17	21.17	.....	.....	21.17	21.17	.....
Kilkenny.....	10.00	10.00	.....	.....	10.00	10.00	.....
Barkent.....	12.00	12.00	.....	.....	12.00	12.00	.....
Bartlett & Albany.....	12.00	12.00	.....	.....	12.00	12.00	.....
Lake Village to Alton Bay.....	18.00	18.00	.....	.....	18.00	18.00	.....
Beimont Junction to Beimont.....	4.00	4.00	.....	.....	4.00	4.00	.....
Pittsfield to Center Barnstead.....	4.45	4.45	.....	.....	4.45	4.45	.....
Great Falls Branch.....	2.75	2.75	.....	.....	2.75	2.75	.....

RAILROAD TAX FOR 1889.

	Valuation.	Proportional.	Amount in towns.	Valuation for taxation.	Tax.
Eastern.....	\$425,000	\$374,000	\$41,688	\$332,334	\$4,918.54
Boston & Maine.....	2,000,000	1,760,000	59,240	1,700,760	25,171.25
Ashuelot.....	210,000	184,800	10,450	174,350	2,580.38
Boston, Concord & Montreal.	2,500,000	2,200,000	.....	2,200,000	32,560.00
Fitchburg.....	35,000	30,800	2,000	28,800	426.24
Nashua & Lowell.....	400,000	352,000	39,700	312,300	4,622.04
Wilton.....	250,000	220,000	1,150	218,850	3,238.98
Cheshire.....	1,500,000	1,320,000	49,700	1,270,300	18,800.44
Grand Trunk.....	600,000	528,000	1,400	526,600	7,798.68
Northern.....	2,000,000	1,760,000	11,200	1,748,800	25,882.24
Concord.....	2,700,000	2,376,000	87,800	2,288,209	33,865.36
Manchester & North Weare...	80,000	70,400	.....	70,400	1,041.92
Concord & Portsmouth.....	600,000	528,000	.....	528,000	7,814.40
Dover & Winnepesaukee.....	375,000	330,000	4,800	325,200	4,812.96
Portsmouth, Gt. Falls & Conw'y	500,000	440,000	10,650	429,350	6,354.38
Manchester & Lawrence.....	1,500,000	1,320,000	3,140	1,316,860	19,469.53
Concord & Claremont.....	600,000	528,000	4,200	523,800	7,752.24
Sullivan County.....	500,000	440,000	2,850	437,150	6,469.82
Worcester, Nashua & Rochester	1,200,000	1,056,000	18,600	1,037,400	15,353.52
Mount Washington.....	150,000	132,000	.....	132,000	1,953.60
Suncook Valley.....	140,000	123,200	3,600	119,600	1,770.08
Portland & Rochester.....	30,000	26,400	.....	26,400	390.72
Monadnock.....	100,000	88,000	800	87,200	1,290.56
West Amesbury Branch.....	20,000	17,600	.....	17,600	260.48
Portland & Ogdensburg.....	250,000	220,000	.....	220,000	3,256.00
Nashua, Acton & Boston.....	20,000	17,600	.....	17,600	260.48
Portsmouth & Dover.....	100,000	88,000	.....	88,000	1,302.40
Peterborough.....	50,000	44,000	3,900	40,100	593.48
Peterborough & Hillsborough	70,000	61,600	.....	61,600	911.68
Wolfeborough.....	50,000	44,000	4,000	40,000	592.00
Manchester Horse.....	15,000	13,200	1,000	12,200	180.56
Totals.....	\$18,970,000	\$16,693,600	\$361,846	\$16,331,754	\$241,709.96

The expense of the railroad commission is met by a tax levied upon the gross receipts of the various railroads. It is \$7,880.38, against \$6,946.75 for 1888.

RAILROAD TAX FOR 1890.

	Valuation.	Proportional.	Amount in towns.	Valuation for taxation.	Tax.
Boston & Maine.....	\$2,250,000	\$1,380,000	\$59,240	\$1,920,760	\$28,811.40
Cheshire.....	1,500,000	1,320,000	49,700	1,270,300	19,054.50
Concord & Claremont.....	600,000	528,000	3,900	524,100	7,861.50
Concord & Montreal.....	6,000,000	5,280,000	185,446	5,144,554	77,168.31
Concord & Portsmouth.....	600,000	528,000	.....	528,000	7,920.00
Connecticut River.....	225,000	198,000	10,450	187,550	2,813.25
Dover & Winnepesaukee	375,000	330,000	4,800	325,200	4,878.00
Eastern.....	425,000	374,000	41,666	332,334	4,985.01
Fitchburg.....	35,000	30,800	2,000	28,800	432.00
Grand Trunk.....	600,000	528,000	1,400	526,600	7,899.00
Manchester & Keene.....	120,000	105,600	.....	105,600	1,584.00
Manchester & Lawrence.....	1,500,000	1,320,000	3,140	1,316,860	19,752.90
Manchester & North Weare...	80,000	70,400	.....	70,400	1,056.00
Monadnock.....	100,000	88,000	800	87,200	1,308.00
Mount Washington.....	150,000	132,000	.....	132,000	1,980.00
Nashua, Acton & Boston	20,000	17,600	.....	17,600	264.00
Nashua & Lowell	400,000	352,000	39,700	312,300	4,684.50
Northern.....	2,250,000	1,980,000	11,200	1,968,800	29,532.00
Peterborough.....	50,000	44,000	3,900	40,100	601.50
Peterborough & Hillsborough	70,000	61,600	.....	61,600	924.00
Portsmouth & Dover.....	100,000	88,000	.....	88,000	1,320.00
Portsmouth, Gt. Falls & Conw'y	500,000	440,000	10,650	429,350	6,440.25
Portland & Ogdensburg.....	300,000	264,000	500	263,500	3,952.50
Portland & Rochester.....	30,000	26,400	.....	26,400	396.00
Profile & Franconia Notch ..	100,000	88,000	.....	88,000	1,320.00
Sullivan County.....	700,000	616,000	2,850	613,150	9,197.25
Suncook Valley.....	140,000	123,200	3,600	119,600	1,794.00
West Amesbury Branch	20,000	17,600	.....	17,600	264.00
Wilton.....	250,000	220,000	1,150	218,850	3,282.75
Worcester, Nashua & Rochester	1,200,000	1,056,000	18,600	1,037,400	15,561.00
Wolfeborough.....	50,000	44,000	4,000	40,000	600.00
Manchester Horse.....	30,000	26,400	1,000	25,400	381.00
Totals.....	\$20,770,000	\$18,277,600	\$409,692	\$17,867,908	\$268,018.62

The expense of the railroad commissioners is met by a tax levied upon the gross receipts of the various railroads. It is \$7,395.20, against \$7,380.38 for 1889.

APPENDIX.

CONSOLIDATIONS AND LEASES.

CONSOLIDATIONS AND LEASES.

CONSOLIDATION

OF THE BOSTON & MAINE AND THE EASTERN RAILROADS.

Articles of agreement between the Boston & Maine Railroad, hereinafter called the Maine Railroad, and the Eastern Railroad Company, hereinafter called the Eastern Railroad.

The Maine Railroad will buy and said Eastern Railroad will sell to it the road, franchises, and property of said Eastern Railroad on the terms and conditions following, to wit:

I. The Eastern Railroad shall assign and convey to the Maine Railroad and the Maine Railroad shall have, hold, and enjoy the road, franchises, and property of said Eastern Railroad of every description, and the said Maine Railroad shall be constituted irrevocably the attorney, with a right to use the name, of said Eastern Railroad so far as may be necessary to secure to said Maine Railroad the full possession and enjoyment of the rights and property purchased.

II. The Maine Railroad shall assume and hereby assumes and shall fulfill all the duties and obligations devolved upon said Eastern Railroad by its charter and any amendments thereof or by any general laws; shall assume, perform, and pay all contracts, debts, and liabilities of said Eastern Railroad as if the same had been originally contracted or incurred by said Maine Railroad, and shall be estopped and hereby estops itself from denying that said contracts, debts, and liabilities were so contracted or incurred by itself; and shall at its own cost defend all suits or legal proceedings of whatever character against said Eastern Railroad, and indemnify said Eastern Railroad against all judgments therein and pay the same as if rendered against said Maine Railroad.

The Maine Railroad further agrees with each creditor or holder of a claim against said Eastern Railroad that it will pay and discharge the same as if originally contracted or incurred by said Maine Railroad and that any such creditor or claimant may accept and avail itself of this provision of this agreement at any time while said debt or claim remains outstanding and unsatisfied and that upon the request of the holder of any bond, note, or other evidence of debt it will assume the same by written guaranty or other appropriate written contract.

III. The Maine Railroad shall pay \$100,000 annually to the trustees under the mortgage of the Eastern Railroad for the sinking fund therein provided for.

IV. The Maine Railroad shall issue additional capital stock as follows:

First. To the holders of the preferred stock of the Eastern Railroad, in exchange par for par for their present holdings, shares amounting at the par value to \$3,149,600 — said stock to be a first preferred six per cent stock, noncumulative, and entitled to dividends payable semi-annually from annual net profits in preference and priority to the common stock of the Maine Railroad.

Second. To the holders of the common stock of the Eastern Railroad and of the Portsmouth, Great Falls & Conway Railroad, in exchange for their present holdings, 51,200.81 shares of common stock of said Maine Railroad — or .8928 of a share of said common stock of said Maine Railroad for every one share now held by them; all shares of said preferred and common stock of said Eastern Railroad and said Portsmouth, Great Falls & Conway Railroad so exchanged and the certificates thereof to be transferred and delivered to said Maine Railroad.

Third. To the holders of the present capital stock of the Maine Railroad 10,278.19 shares of common stock of said Maine Railroad — or to every holder of 6 4-5 shares of said present capital stock of said Maine Railroad one share additional.

Fourth. Fractional interests shall be represented by scrip convertible into common stock of the Maine Railroad when presented in sums of one hundred dollars.

V. This agreement shall be effectual and a proper conveyance of the purchased road, franchises, and property be made by the Eastern Railroad to the Maine Railroad, upon the approval of said agreement by stockholders as required by law, and upon the making and approval by the directors and stockholders of the respective corporations as required by law of a like agreement for the purchase by the Maine Railroad of the road, franchises, and property of the Portsmouth, Great Falls & Conway Railroad.

From and after the making of said deed the salaries of any officers or employes of the Eastern Railroad, subject to the provisions of any existing contracts respecting the same, shall cease and be terminated.

VI. The Maine Railroad shall be at liberty to declare a dividend of $4\frac{1}{2}$ per cent on its capital stock as now existing, payable May 15, 1890, and the Eastern Railroad shall be at liberty to declare a dividend of $3\frac{1}{4}$ per cent on its common stock as now existing, also payable May 15, 1890, and the said Portsmouth, Great Falls & Conway Railroad shall be at liberty to declare a dividend of the same amount and payable on the same day on that portion of its capital stock not owned by said Eastern Railroad — said dividends of said Eastern Railroad and said Portsmouth, Great Falls & Conway Railroad to be payments on account under the lease of the Eastern Railroad to the Maine Railroad, if for any reason the purchases contemplated by this agreement should fail to be made. Except as herein provided no other dividends shall be made by said Maine Railroad, said Eastern Railroad, or said Portsmouth, Great Falls & Conway Railroad until after the stockholders of the said Maine Railroad, said Eastern Railroad, and said Portsmouth, Great Falls & Conway Railroad have taken final action upon the subject of the approval of the agreements of purchase herein contemplated.

VII. The conveyance of said Eastern Railroad shall stipulate that it shall make, execute, and deliver or cause to be made, executed, and delivered to said Maine Railroad at any and all times any such other contract, conveyance, or instrument of further assurance as shall be reasonably required, and be advised by counsel as necessary to completely execute and accomplish the objects and purposes of this agreement.

In witness whereof the parties to this and one other instrument of like tenor and terms, have caused their corporate seals to be affixed and the same to be executed by their respective presidents thereunto duly authorized this eighth day of May, A. D. 1890.

[Seal.]

BOSTON & MAINE RAILROAD,

By FRANK JONES, *President*.

[Seal.]

EASTERN RAILROAD COMPANY,

By SAMUEL C. LAWRENCE, *President*.

CONSOLIDATION

OF THE BOSTON & MAINE AND THE PORTSMOUTH, GREAT FALLS & CONWAY.

Articles of agreement between the Boston & Maine Railroad, hereinafter called the Maine Railroad, and the Portsmouth, Great Falls & Conway Railroad, hereinafter called the Conway Railroad.

The Maine Railroad will buy and said Conway Railroad will sell to it the road, franchises, and property of said Conway Railroad on the terms and conditions following, to wit:

I. The Conway Railroad shall assign and convey to the Maine Railroad and the Maine Railroad shall have, hold, and enjoy the road, franchises, and property of said Conway Railroad of every description, and the said Maine Railroad shall be constituted irrevocably the attorney, with a right to use the name, of said Conway Railroad, so far as may be necessary to secure to said Maine Railroad the full possession and enjoyment of the rights and property purchased.

II. The Maine Railroad shall assume and hereby assumes and shall fulfill all the duties and obligations devolved upon said Conway Railroad by its charter, and any amendments thereof or by any general laws; shall assume, perform, and pay all contracts, debts, and liabilities of said Conway Railroad as if the same had been originally contracted or incurred by said Maine Railroad, and shall be estopped and hereby estops itself from denying that said contracts, debts, and liabilities were so contracted or incurred by itself; and shall at its own cost defend all suits or legal proceedings of whatever character against said Conway Railroad, and indemnify said Conway Railroad against all judgments therein and pay the same as if rendered against said Maine Railroad.

The Maine Railroad further agrees with each creditor or holder of a claim against said Conway Railroad that it will pay and discharge the same as if originally contracted or incurred by said Maine Railroad, and that any such creditor or claimant may accept and avail itself of this provision of this agreement at any time while said debt or claim remains outstanding and unsatisfied, and that upon the request of the holder of any bond, note, or other evidence of debt it will assume the same by written guaranty or other appropriate written contract.

III. The Maine Railroad shall pay \$100,000 annually to the trustees under the mortgage of the Eastern Railroad Company for the sinking fund therein provided for.

IV. The Maine Railroad shall issue additional capital stock as follows:

First. To the holders of the preferred stock of said Eastern Railroad Company, in exchange par for par for their present holdings, shares amounting at the par value to \$3,149,600—said stock to be a first preferred six per cent stock, non-cumulative, and entitled to dividends payable semi-annually from annual net profits in preference and priority to the common stock of the Maine Railroad.

Second. To the holders of the common stock of said Eastern Railroad Company and of said Conway Railroad, in exchange for their present holdings, 51,200.81 shares of common stock of said Maine Railroad—or .8328 of a share of said common stock of said Maine Railroad for every one share now held by them; all shares of said preferred and common stock of said Eastern Railroad Company and said Conway Railroad so exchanged and the certificates thereof to be transferred and delivered to said Maine Railroad.

Third. To the holders of the present capital stock of the Maine Railroad—10,278.19 shares of common stock of said Maine Railroad—or to every holder

of 6 4-5 shares of said present capital stock of said Maine Railroad one share additional.

Fourth. Fractional interests shall be represented by scrip convertible into common stock of the Maine Railroad when presented in sums of one hundred dollars.

V. This agreement shall be effectual and a proper conveyance of the purchased road, franchises, and property be made by the Conway Railroad to the Maine Railroad upon the approval of said agreement by stockholders as required by law, and upon the making and approval by the directors and stockholders of the respective corporations as required by law, of a like agreement for the purchase by the Maine Railroad of the road, franchises, and property of said Eastern Railroad Company.

From and after the making of said deed the salaries of any officers or employees of the Conway Railroad, subject to the provisions of any existing contracts respecting the same, shall cease and be terminated.

VI. The Maine Railroad shall be at liberty to declare a dividend of 4½ per cent on its capital stock as now existing, payable May 15, 1890, and said Eastern Railroad Company shall be at liberty to declare a dividend of 3¼ per cent on its common stock as now existing, also payable May 15, 1890, and the Conway Railroad shall be at liberty to declare a dividend of the same amount and payable on the same day on that portion of its capital stock not owned by said Eastern Railroad Company — said dividends of said Eastern Railroad Company and said Conway Railroad to be payments on account under the lease of the Eastern Railroad Company to the Maine Railroad, if for any reason the purchases contemplated by this agreement should fail to be made. Except as herein provided no other dividends shall be made by said Maine Railroad, said Eastern Railroad Company, or said Conway Railroad until after the stockholders of said Maine Railroad, said Eastern Railroad Company, and said Conway Railroad have taken final action upon the subject of the approval of the agreements of purchase herein contemplated.

VII. The conveyance of said Conway Railroad shall stipulate that it shall make, execute, and deliver, or cause to be made, executed, and delivered to said Maine Railroad at any and all times any such other contract, conveyance, or instrument of further assurance as shall be reasonably required, and be advised by counsel as necessary to completely execute and accomplish the objects and purposes of this agreement.

In witness whereof the parties to this and one other instrument of like tenor and terms, have caused their corporate seals to be affixed and the same to be executed by their respective presidents thereunto duly authorized this ninth day of May, A. D. 1890.

[Seal.]

BOSTON & MAINE RAILROAD,

By FRANK JONES, *President*.

[Seal.]

PORTSMOUTH, GREAT FALLS & CONWAY RAILROAD,

By SAMUEL C. LAWRENCE, *President*.

CONSOLIDATION

OF THE FITCHBURG RAILROAD COMPANY AND THE CHESHIRE RAILROAD COMPANY.

Whereas, by virtue of the provisions of chapter 389 of the acts passed by the General Court of Massachusetts in the year 1887, and of an act passed by the Legislature of the State of New Hampshire on the twenty-fourth day of Au-

gust, 1887, entitled "An act in addition to and in amendment of an act to incorporate the Cheshire Railroad Company, passed December 27, 1844," it is provided that the Fitchburg Railroad Company and the Cheshire Railroad Company may be united and consolidated and may constitute one corporation; now, therefore, the said Fitchburg Railroad Company, and the said Cheshire Railroad Company, by their respective presidents and directors, have agreed upon a union and consolidation of said corporations, in the manner hereinafter set forth, and upon the following terms and conditions, the same to be and become valid and binding when ratified by a vote of a majority in interest of the stockholders of said respective corporations at meetings duly called for that purpose, to be held on or before the thirtieth day of September, A. D. 1890.

ARTICLES OF CONSOLIDATION.

ARTICLE 1. On and after the first day of October, A. D. 1890, the Fitchburg Railroad Company and the Cheshire Railroad Company shall become united and consolidated, subject to the terms and conditions stated in said acts of the Legislatures of Massachusetts and New Hampshire, and shall be and remain one corporation to be called the Fitchburg Railroad Company.

ART. 2. The said consolidated corporation on and after said date shall have and enjoy all the franchises, powers, privileges, property, and rights of every kind belonging to the Fitchburg Railroad Company now existing, and to the Cheshire Railroad Company, and shall assume all the duties, debts, and liabilities of the said two existing railroad companies (except as is hereinafter provided), including the agreements and contracts between the Cheshire Railroad Company and its patrons, which are to be assumed and carried out in letter and spirit by the consolidated company.

ART. 3. The capital stock of said consolidated corporation shall, until the amount thereof shall be changed according to law, consist of twenty-three million four hundred and ninety-seven thousand six hundred dollars (\$23,497,600) divided into shares of one hundred dollars (\$100) each. Of this amount of capital stock, one hundred and sixty-four thousand nine hundred and seventy-six (164,976) shares shall be preferred stock, and seventy thousand (70,000) shares shall be common stock.

On and after said first day of October, A. D. 1890, each and every share of the preferred capital stock of the present Fitchburg Railroad Company shall at once be and become a share of the preferred capital stock of the consolidated company, and each and every share of the common capital stock of the said present Fitchburg Railroad Company shall at once be and become a share of the common capital stock of the consolidated company. The preferred capital stock of the Cheshire Railroad Company shall be surrendered and extinguished, and the certificates thereof cancelled, and there shall be distributed and delivered to the shareholders of the said Cheshire Railroad Company certificates for twenty-six thousand two hundred and fifty (26,250) shares of the preferred capital stock of the new or consolidated company; such shares to be distributed to the holders of the preferred stock of the Cheshire Railroad Company, *pro rata*, according to the number of shares held by them at the time of such surrender, so that each holder of four shares of preferred capital stock of the Cheshire Railroad Company shall receive in exchange therefor five shares of preferred capital stock of the consolidated company, so far as is practicable in full shares and for fractional parts of shares when necessary, such fractional parts to have no voting power nor to be entitled to a dividend as long as they remain fractions.

The Cheshire Railroad Company agrees, as part of the consideration of this contract, to deliver to the consolidated company as its property, three hun-

dred and eighty-six (386) shares of the common stock of the Cheshire Railroad Company. It is also understood and agreed that any claims of the holders of the common stock of the Cheshire Railroad Company, if any they may have, shall be assumed by the consolidated company, and that the Cheshire Railroad Company shall be indemnified and saved harmless therefrom. The consolidated company agrees upon demand to exchange one share of its preferred stock for two shares of said Cheshire common stock not owned or controlled by the Cheshire Railroad Company.

ART. 4. The preferred stock of the consolidated company, in preference to and priority over the common stock, shall be entitled to such semi-annual dividends as can be paid out of the profits of the corporation, not to exceed, however, four per cent per annum free of tax.

After the payment of the above dividends upon the preferred stock, to the amount of four per cent per annum in any one year, any balance of annual earnings which may be divided shall be applied to the payment of dividends upon the preferred and common stock, each share of preferred and common stock sharing equally in the additional dividends so declared and paid.

ART. 5. The common stock of the consolidated company shall have no voting power until it shall have received dividends for two consecutive years amounting to not less than four per cent per annum, excepting that it shall have the right to vote on an equality with the preferred stock upon any question of issuing more preferred or common stock, and also upon any question of leasing any part of the consolidated road, or of hiring or uniting with any other road.

ART. 6. The by-laws of the present Fitchburg Railroad Company, except so far as the same may be inconsistent with this agreement, or with the provisions of law, shall constitute the by-laws of the consolidated corporation until legally changed, and the directors, officers, and agents of the present Fitchburg Railroad Company shall constitute the directors, officers, and agents of the consolidated corporation until others are duly chosen or appointed in their place, excepting that William A. Russell, of Lawrence, Massachusetts, and Edward C. Thayer, of Keene, New Hampshire, shall, upon said consolidation, be and become members of the board of directors of the consolidated company, and so remain until others are chosen in their place.

ART. 7. The railroad of the Cheshire Railroad Company, with all the lands embraced in its location, all its lands covered by tracks or used for the purpose of operating its railroad (except the Eagle Hotel land, and the Field land, so called, in Keene), its station buildings, storehouses, machine-shops, tanks, and all other railroad buildings and structures, together with the furniture, machinery, and tools of said last-named company, is to be and become the property of the consolidated corporation, together with all the rolling stock and equipment, of every kind and nature; also the farm property at and near Cold River station, the coal dump at Keene, with the land covered thereby and the tracks connected therewith, and all the land lying north of the railroad track in Keene, excepting the brick storehouse and lot, said lot being fifty-two feet front on Main street and one hundred feet in depth, together with the restrictions connected with the same. All other real estate now owned by the Cheshire Railroad Company shall remain the property of said last-named company, and shall not be included in this consolidation.

The notes of seventy-five thousand dollars (\$75,000) given by the Canada Atlantic Railroad Company to the Cheshire Railroad Company shall be indorsed "without recourse" to the indorser, to the consolidated company, which shall pay therefor to the Cheshire Railroad Company the face of said notes and interest thereon.

ART. 8. All bonds for the payment of money, railroad stocks (except said Cheshire Railroad common stock), notes, accounts, account-books, papers,

office furniture in the passenger station at Keene, and other treasury assets belonging to the Cheshire Railroad Company at the time of said consolidation, together with all the real estate not herein declared, to be and become the property of the consolidated company, are to be reserved by the Cheshire Railroad Company for the use of its stockholders, except as is herein otherwise provided, excepting also the sum of twelve thousand five hundred dollars (\$12,500), which sum is to be paid to the consolidated company at the time of said consolidation, in consideration of the assumption by the consolidated company of claims arising under leases and contracts referred to in articles nine and ten of this agreement. Said sum of twelve thousand five hundred dollars (\$12,500) shall, in any event, remain the property of the consolidated company, and no part thereof shall be refunded to the said Cheshire Railroad Company.

ART. 9. This agreement is made subject to all existing leases, agreements, and contracts by and between either of the railroad companies hereby consolidated and other railroad companies, all of which are to be assumed and carried out by the consolidated company, and the Cheshire Railroad Company is to be held harmless from any and all claims or demands of every kind or nature which have arisen or may arise thereunder, and from any loss arising therefrom, and from any action or cause of action based upon such leases, agreements, and contracts, including all leases, contracts, and agreements to and with the Fitchburg Railroad Company, the Vermont & Massachusetts Railroad Company, the Canada Atlantic Railroad Company, the American Telegraph Company, the American Express Company, or any or either of them, and any and all other agreements and contracts if any such there be.

ART. 10. The consolidated company shall assume and pay at maturity the bonded debt of the Cheshire Railroad Company in the sum of nine hundred thousand dollars (\$900,000). The Cheshire Railroad Company shall pay all interest due or accrued on said nine hundred thousand dollars (\$900,000) at the date of consolidation, and also interest on said bonds to the date of consolidation whether then due and accrued or not. All other bonds, notes, rents, and bills for merchandise of any kind, and all claims for damages to persons or property incurred before the date of consolidation, and wages due employes, are to be paid by the Cheshire Railroad Company. All balances accruing in the daily interchange of business up to the date of consolidation are to be settled by the Cheshire Railroad Company, in the same manner as such settlements have heretofore been made. All other claims arising from the interchange of traffic, which are not in the regular course of business adjusted prior to the date of consolidation, shall be settled and paid by the consolidated company, but the Cheshire Railroad Company shall use all due diligence in settling and paying said claims before the date of consolidation.

ART. 11. The capital stock of the Monadnock Railroad Company owned by the Cheshire Railroad Company amounting to nine hundred and seventy-five (975) shares, shall be transferred to the consolidated company, and the last-named company shall give in payment therefor to the Cheshire Railroad Company nine hundred and seventy-five (975) shares of the preferred stock of the consolidated company.

ART. 12. All supplies of the Cheshire Railroad Company on hand upon said first day of October, A. D. 1890, such as coal, wood, oil, waste, and supplies for repairs of rolling stock, roadbed, tracks, stations, and bridges shall be purchased and paid for in cash, at their market value, by the consolidated company, the same to be appraised by two persons severally chosen by said companies respectively. In case of disagreement, said persons are to call in a third person to settle the same, whose decision shall be final and binding.

ART. 13. Nothing in this agreement shall be construed to deprive any minority stockholder in either of the said existing companies, parties hereto, of any rights to which they may now or hereafter be entitled according to law.

ART. 14. Whenever the said consolidation shall have been effected under the provisions of this agreement each of said railroad companies, parties hereto, shall continue only for the purpose of perfecting said consolidation, of preserving the rights of all creditors and liens upon property, of collecting, disposing of, and dividing the proceeds of the assets and property of the Cheshire Railroad Company, which by the terms of this agreement are to remain the property of said last-named company, and of closing up the outstanding affairs of each of the old corporations.

It is hereby agreed that all instruments for further assurance which are or may become necessary for fulfilling the obligations of either party hereto under this agreement, shall be executed upon reasonable request.

ART. 15. In witness whereof the directors of the Fitchburg Railroad Company and the directors of the Cheshire Railroad Company have executed these presents and affixed the corporate seal of each company on this third day of September, A. D. 1890.

[Seal.]

H. S. MARCY,
FRANCIS SMITH,
ROBERT CODMAN,
C. T. CROCKER,
WILLIAM H. HOLLISTER,
GEORGE HEYWOOD,
FREDERICK L. AMES,
J. Q. ADAMS,
JAMES RENFREW, JR.,
DAVID P. KIMBALL,
RODNEY WALLACE,

Directors of the Fitchburg Railroad Company.

[Seal.]

WILLIAM A. RUSSELL,
EDWARD C. THAYER,
H. W. SUTER,
GEORGE W. RUSSELL,
WILLIAM H. HILL,
A. N. BURBANK,
D. C. BALL,

Directors of the Cheshire Railroad Company.

BOSTON, November 14, 1890.

The following is a true copy of an extract from the records of a meeting of the stockholders of the Fitchburg Railroad Company, held at Boston, Mass., on the twenty-fourth day of September, 1890:

Voted, That the meeting proceed to vote to ratify, adopt, and confirm the agreement entered into by the directors of the Fitchburg Railroad Company and of the Cheshire Railroad Company bearing date September 3, 1890, for the consolidation of said companies and the railroads of the same, and that a committee of three be appointed by the chair to receive, assort, and count the ballots cast for that purpose.

The committee report the whole number of votes cast on the question of consolidation, 139,144; yes, 139,116, no, 28.

The president then declared the agreement for the consolidation of the Fitchburg and Cheshire Railroad Companies to be adopted, ratified, and confirmed.

Attest:

THOMAS WHITEMORE,
Corporation Clerk.

At a meeting of the stockholders of the Cheshire Railroad Company, held at Keene, N. H., on the eighteenth day of September, 1890, the following vote was unanimously passed:

Voted, That we, the stockholders of the Cheshire Railroad Company, hereby unite and consolidate with the Fitchburg Railroad Company so as to constitute one corporation under the name of the Fitchburg Railroad Company, all as authorized by chapter 257 of the acts of the State of New Hampshire for the year of 1887, and chapter 389 of the acts of the State of Massachusetts for the year 1887, by virtue of said acts and all other acts of each of said States as hereunto enabling, hereby approve, ratify, and adopt the contract executed by the directors of this company and of said Fitchburg Railroad Company of date September 3, 1890, and this day presented and read to us, the stockholders of this company, and on file with the clerk of this company, carrying out the union and consolidation authorized by said acts in all its terms and conditions. And that the president of this company and any successor of him in office, subject to the approval of a majority of the board of directors, is authorized and directed to execute and deliver all deeds and other contracts necessary or proper to effectually carry out said consolidation, and the provisions of said contract above named, and further to reduce to cash and properly distribute among the stockholders of this company entitled thereto all of its property and assets, which by the terms of the consolidation are not to go to the Fitchburg Railroad Company, and also do all things requisite to wind up the affairs of this company.

A true copy.

Attest:

R. STEWART, *Clerk.*

LEASE

OF THE NORTHERN TO THE BOSTON & LOWELL RAILROAD COMPANY.

This indenture, made the thirtieth day of December, A. D. 1889, between the Northern Railroad, a corporation existing under the laws of the State of New Hampshire, party of the first part, and the Boston & Lowell Railroad Corporation, a corporation existing under the laws of the Commonwealth of Massachusetts, and operating railroads within the State of New Hampshire, party of the second part:

Witnesseth, that the party of the first part, in consideration of the rent, covenants, and agreements hereinafter mentioned, to be paid, kept, and performed by the party of the second part, doth hereby grant, lease, and demise unto the party of the second part the following described property, to wit:

1. The railroad of the party of the first part, extending from Concord in the State of New Hampshire, to White River Junction in the State of Vermont, and the branch thereof to Bristol in the State of New Hampshire, together with the lands on which said railroad and branch are located, or which are connected with or appertain to the uses of the party of the first part, and are its property, and all rights, easements, franchises, and privileges appurtenant thereto, and all the turnouts, branch tracks, depot grounds, stations, superstructures, and fixtures belonging thereto or connected or used therewith, and

the lands on which the same are now situated, so far as the same are the property of the party of the first part, whether included in its location or not, and its cars and engines, and its shop and the machinery therein; reserving, however, to the party of the first part convenient offices in that portion of the passenger station at Concord which it now occupies, and in that portion of any new passenger station which may be constructed at Concord in place of the existing station during said term.

2. All its shares of the capital stock of the Concord & Claremont, N. H., Railroad, and of the Peterborough & Hillsborough Railroad, together with the right to vote upon the same and to receive to its own use any dividends thereon.

3. Its claim against the Concord & Claremont, N. H., Railroad, on book account, amounting, according to the books of the party of the first part, with interest to January 1, 1890, to four hundred and eleven thousand and eighty-three dollars and seventy-six cents, and its claim against the Peterborough & Hillsborough Railroad upon second mortgage bonds thereof, amounting at their face value, exclusive of interest, to sixty-five thousand dollars.

To have and to hold the same to the party of the second part for and during the term of ninety-nine (99) years, from and after the first day of January, in the year of our Lord one thousand eight hundred and ninety; the party of the second part yielding and paying unto the party of the first part the rent hereinafter mentioned, and keeping and performing all the covenants and agreements of the party of the second part hereinafter contained.

And in consideration of the foregoing, the party of the second part for itself and its successors and assigns hereby covenants and agrees with the party of the first part as follows, viz.:

First. It will pay to the party of the first part as rent in gold coin of the United States on the first days of January, April, July, and October in each year, during the first seven and one half years of said term, the sum of thirty-eight thousand three hundred and fifty-five dollars (\$38,355), and during the remainder of said term the sum of forty-six thousand and twenty-six dollars (\$46,026) on each of said days in each year, and will pay at the same rate for any portion of a quarter, all payments to be made at the office of the treasurer of the party of the first part, and the first payment to be made on the first day of April, A. D. 1890.

Second. It will pay all taxes, assessments, and charges whatsoever that may be imposed upon or payable by said party of the first part on account of its property, franchise, capital stock or otherwise, during said term, and three twelfths of any taxes, assessments, or charges which may be so imposed or payable for the year commencing April 1, A. D. 1889.

Third. It will keep such accounts of the business of the road of the party of the first part, and will make such reports thereof as may be required at any time by law to be kept and made, and will in the name and for the benefit of the party of the first part do and perform all things which may be required by law to be done and performed by the party of the first part, which hereby constitutes the party of the second part its agent and attorney for that purpose.

Fourth. It will at all times provide the directors and officers of the party of the first part with free transportation over any railroad operated by the lessee or by any assignee of the lessee, and will ask for them from corporations whose railroads connect points on its own system the same free transportation that it asks for its own directors. It will also provide the stockholders of the party of the first part with free transportation to and from annual and special meetings over all the aforesaid railroads.

Fifth. It assumes and will pay as a part of the consideration of this lease,

the interest coupons upon the existing first mortgage bonds of the Concord & Claremont, N. H., Railroad, which bonds amount to five hundred thousand dollars (\$500,000), and also the interest upon the existing first mortgage bonds of the Peterborough & Hillsborough Railroad, which bonds amount to one hundred thousand dollars (\$100,000). At the maturity of said bonds or of any bonds given in exchange for or renewal of them, or to provide means to pay them, it will furnish to the party of the first part the money required to pay them.

Sixth. It will not make any mortgage or create any incumbrance upon its road and franchise without first securing, as a lien thereon, the payment of the rent and the performance of the obligations reserved and created to the party of the first part in this lease, and it will not lease or attempt to transfer the possession or control of the road and property hereby demised without the written approval of the directors of the party of the first part, except as herein-after provided in article twelfth.

Seventh. It will indemnify and save the party of the first part harmless against all loss, cost, damage, or liability caused by or arising out of the operation of its road by said party of the second part, or by reason of the neglect of the party of the first part or of the second part to operate said road as required by law.

Eighth. It will, at its own cost and expense, maintain, preserve, and keep the railroad, side tracks, station-houses, and all other buildings, appurtenances, turn-tables, fixtures, rolling stock, and equipment of the party of the first part in as good order and condition as the same now are, so that there shall be no depreciation in the same or in said railroad, or its location, superstructure, buildings, and permanent way at any time during said term, and will renew and keep said equipment and property good and in sufficient quantity and proper quality and condition to do the business upon its road at all times during the said term, and once a year, at the request of the party of the first part, it will furnish to it a complete and correct schedule and description of all the equipment and movable property of the party of the first part then in its possession or control, and deliver the same to any person appointed by the party of the first part to examine its road or property, and will provide such person with transportation and suitable facilities to enable him to make such examination. And if on such examination said road, its superstructure, equipment, or property, shall be found to be depreciated, insufficient, or unfit in quantity, quality, condition, or value to meet all the requirements of this indenture, said party of the second part shall make good such depreciation, and forthwith expend upon said railroad or property an amount necessary to restore it to its former condition, and if it does not do so the party of the first part may make such expenditure at the expense of the party of the second part, which hereby agrees to pay the amount thereof on demand.

Ninth. It will during the term of this lease operate said demised railroad according to all requirements of law, fulfilling all the duties and obligations of the party of the first part in relation thereto in the same manner as if said demised road remained in the possession and control of the party of the first part, and protect and save harmless the party of the first part against all actions or claims for injury to persons or property during said term by reason of any want of repair of said road and property or appurtenances, or any casualties of any kind, or any want of care or skill in the management of the same, or by reason of any defects therein, and will comply in all respects with the requirements of law in the same manner as if it were the proprietor of said railroad and property, and will not permit the party of the first part to be subjected to any payment, penalty, or forfeiture for violation of law in any respect, and at the expiration or earlier termination of this lease it will re-

turn said demised road and property, with all equipment thereof, to the party of the first part, in as good order and condition as the same now are, without diminution or depreciation in any respect; *provided, however*, that in case any additions or improvements to said railroad or property shall have been made by the party of the second part, at that time, with the written consent of the party of the first part, the same shall be paid for by the party of the first part, at the value thereof, at the time this lease shall expire or be terminated.

Tenth. It will at all times during the term of this lease keep the buildings, bridges, equipment, and other property of the party of the first part adequately insured against loss by fire, and will indemnify the party of the first part against, and will pay all losses, liabilities, or claims against it, growing out of damage by fire or steam from any locomotive engine on the road hereby demised.

Eleventh. It will not, except with the written consent of the directors of the party of the first part, sell or otherwise dispose of the stock of the Concord & Claremont, N. H., Railroad, or of the Peterborough & Hillsborough Railroad, or the second mortgage bonds and claims against said roads hereinbefore specified, nor enforce said claims by legal proceedings, and at the end or earlier termination of this lease, it will retransfer said stock and claims to the party of the first part, and will account to it for all moneys realized from such claims, without interest.

Twelfth. It will not assign this lease or underlet or part with the possession of the road and property hereby demised, or any part thereof, without the written consent of the directors of the party of the first part, except that by vote of its directors it will assign and convey all the property hereby leased to the Boston & Maine Railroad upon the execution and delivery by that corporation to the party of the first part hereto of a valid agreement to be jointly and severally liable to said party of the first part for the full performance of any and all of the covenants and agreements of the lessee in this lease.

Thirteenth. The shares of the capital stock of the Concord & Claremont, N. H., Railroad, and of the Peterborough & Hillsborough Railroad, owned by the party of the first part, and embraced within the terms of this lease, shall be held and used by the party of the second part for the purpose of maintaining the roads of said companies as practical extensions and branches of the road of the party of the first part hereby demised. The organizations of said corporations shall be preserved and all their duties to the public and the State performed, and no incumbrance shall be created or permitted upon said roads by the use of said shares, except that new mortgages thereon may be made to secure bonds which it is agreed may be issued for the purpose of paying the existing bonds mentioned in article fifth of this lease, at rates of interest not exceeding that borne by said existing bonds; their capital stock shall not be increased without the written consent of the directors of the party of the first part, and at the end or earlier termination of this lease, said stocks shall be retransferred and delivered to the party of the first part in such manner as to return to it the same interest in the present roads and property of said Concord & Claremont, N. H., Railroad, and Peterborough & Hillsborough Railroad, and in all improvements which may be made thereon, as they now represent in said roads and property. The party of the first part will from time to time execute and deliver all such necessary and proper transfers and proxies as the party of the second part may request, to enable the party of the second part to vote on the shares of stock of the above-named railroad companies or to collect any dividends thereon, or to otherwise use the same according to the true intent and purpose of this lease.

Fourteenth. It will pay to the party of the first part, at the office of its treasurer, the sum of twelve hundred and fifty dollars in gold coin of the United

States, quarterly, in each year during said term, to wit, on the first day of January, the first day of April, the first day of July, and the first day of October in each and every year, and at the same rate for any portion of a quarter, the first payment to be made on the first day of April, A. D. 1890, as and for the expense of preserving its organization, the party of the first part hereby agreeing that it will keep up and preserve its organization during said term.

Fifteenth. The party of the second part will indemnify and protect the party of the first part against all claims which may be made against it by stockholders who may dissent from this lease, and it will pay the claims of any such dissenting stockholders and the expenses of the proceedings to ascertain the amount thereof; and any stock, interest, or property right of a dissenting stockholder which may become the property of the party of the first part under such proceedings, shall upon such payment by the party of the second part be transferred to it by the party of the first part to be held and disposed of by the party of the second part for its own use and benefit.

This lease is made upon condition that in case of the breach of any of the covenants of the lessee herein contained, or in case the estate hereby created and vested in the lessee shall be taken from it by legal proceedings of any kind, or in case of default in any payment herein provided to be made by the party of the second part, for the period of sixty days after the same is due and payable, then the party of the first part, its successors or assigns, may enter upon and take full possession of the premises hereby demised, and all depots, shops, buildings, tracks, rolling stock, or other property added thereto, and may remove said lessee and all persons claiming under it from said premises and thereby determine the estate hereby granted, using whatever force may be necessary for that purpose, and the party of the second part agrees that it will not in such event hinder, delay, or prevent the entry of the party of the first part to recover the possession of said demised premises as of its former estate.

The party of the second part also agrees that the demised premises and all books and accounts kept by it relating to the operation thereof, and the business, improvements, renewals, and repairs thereof, shall at all reasonable times be open to the inspection and examination of the directors or officers of the party of the first part, or of such person or persons as may be appointed by them, from time to time, to examine the same. The party of the second part also agrees that all the covenants and agreements in this instrument contained, to pay taxes, assessments, and charges upon the road and property of the party of the first part, to keep insurance upon said property, and to keep accounts, make reports, and perform all things required by law to be performed by the party of the first part, and to maintain and operate the road and property of the party of the first part, and to assume its contracts, and to indemnify said party against damage or expense, shall apply to and be binding upon the party of the second part in any control, maintenance, and operation of it, through control of their stock or otherwise, of the roads of the Concord & Claremont, N. H., Railroad, and the Peterborough & Hillsborough Railroad, or either of them, in the same manner and to the same extent that they apply to and are binding upon the party of the second part in the control, management, and operation of the road and property of the party of the first part.

The party of the second part also agrees that in case it shall fail to do and perform the matters and things herein agreed by it to be done and performed in payment of taxes, keeping accounts, and making reports required by law, keeping insurance, and maintaining and operating and managing the road and property hereby demised or otherwise, the party of the first part may do and perform the same at the expense of the party of the second part without prejudice to any remedies the party of the first part may have to enforce the

covenants and agreements of the party of the second part herein contained; and the party of the second part hereby assumes and will perform as its own, at its own expense, all existing contracts of the party of the first part for the transportation of persons or property.

The party of the first part, at the request of the party of the second part and upon being furnished by it with the requisite funds, will subscribe to and pay for such shares of the capital stock of the Franklin & Tilton Railroad as it may have authority to subscribe for, and will also upon the like request guarantee bonds of said Franklin & Tilton Railroad, and do all other acts and things in relation thereto for which it may have authority. After said subscription to said stock, the same shall be deemed to be property covered and demised by this lease, and all the provisions herein contained respecting the stock of the Concord & Claremont, N. H., Railroad, and of the Peterborough & Hillsborough Railroad, shall be deemed applicable to the stock of said Franklin & Tilton Railroad. The party of the second part will furnish the money to pay the bonds guaranteed as aforesaid at their maturity, or any bonds in renewal thereof, and will protect said party of the first part against said guaranty. And upon the expiration or earlier termination of this lease, the party of the second part will transfer and deliver to the party of the first part all its interest in the stock of said Franklin & Tilton Railroad and all its claim against it, and the party of the first part shall receive the same and pay the actual cost thereof without interest to the party of the second part.

The road and other property covered by this lease shall be appraised by two suitable persons chosen by the parties respectively, who, if they cannot agree, shall choose an umpire to act upon matters of difference only, and a schedule of said appraisal shall be attached to this indenture.

In witness whereof, the Boston & Lowell Railroad Corporation, by its president, and the Northern Railroad, by its president, the president of each of said companies being thereto duly authorized, have to this and one other instrument of even date and tenor herewith, signed their corporate names and affixed their corporate seals, the day and year first above mentioned.

[Seal.]

NORTHERN RAILROAD,

By A. W. SULLOWAY, *President*.

[Seal.]

THE BOSTON & LOWELL

RAILROAD CORPORATION,

By FRANCIS L. HIGGINSON, *President*.

In the presence of

J. H. BENTON, JR.,

ALBERT A. GLEASON.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, ss. BOSTON, March 18, 1890. Then personally appeared Alvah W. Sulloway, president of the Northern Railroad, and acknowledged the above instrument to be the free act and deed of said Northern Railroad.

Before me,

J. H. BENTON, JR., *Justice of the Peace*.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, ss. BOSTON, March 19, 1890. Then personally appeared Francis L. Higginson, president of the Boston & Lowell Railroad Corporation, and acknowledged the above instrument to be the free act and deed of said Boston & Lowell Railroad Corporation.

Before me,

J. H. BENTON, JR., *Justice of the Peace*.

NORTHERN RAILROAD.

At a special meeting of the stockholders of the Northern Railroad, duly called and held at White's Opera House, in Concord, N. H., on the seventh day of December, 1889, to act upon the terms of a lease of the road and property of the corporation to the Boston & Lowell Railroad Corporation, upon terms agreed to by the directors of the two corporations, the following preamble and resolution were adopted by a stock vote of 8,660 shares, the whole number of votes cast being 9,212 shares:

"Whereas, the directors of the Northern Railroad and the directors of the Boston & Lowell Railroad Corporation have agreed upon the terms of a lease to the last named corporation of the road and property of the first-named corporation for the term of ninety-nine years from the first day of January, 1890, a copy of which lease has this day been read to the stockholders of this company present at this meeting and placed upon the records of the corporation:

"Now, therefore, the stockholders of the Northern Railroad do sanction and confirm said agreement and approve the terms of said lease, and hereby authorize the due execution and delivery thereof by the president of this corporation in the name and behalf of the corporation."

A true copy of the record.

WILLIAM L. FOSTER, *Clerk*.

BOSTON & LOWELL RAILROAD CORPORATION.

At a special meeting of the stockholders of the Boston & Lowell Railroad Corporation, held January 1, 1890, the following vote was passed:

Voted, That the stockholders hereby approve of a lease to this corporation of the railroad and certain other property of the Northern Railroad, on the terms and conditions set forth in an instrument, copy of which is hereto annexed and made part of this vote (being the foregoing lease).

The whole number of shares voted on was 36,054, all of which were in favor of the lease; the total number of shares of the capital stock being 55,294, the lease is approved by a majority of stockholders in interest.

Attest:

C. E. CRAM, *Clerk*.

[Chapter 23.]

COMMONWEALTH OF MASSACHUSETTS.

IN THE YEAR ONE THOUSAND EIGHT HUNDRED AND NINETY.

An act to authorize the Boston & Maine Railroad to accept an assignment of a lease of the Northern Railroad to the Boston & Lowell Railroad Corporation.

Be it enacted by the Senate and House of Representatives in General Court assembled and by the authority of the same as follows:

SECTION 1. The Boston & Maine Railroad is hereby authorized to accept an assignment of the lease of the Northern Railroad to the Boston & Lowell Railroad Corporation, dated the thirtieth day of December, eighteen hundred

and eighty-nine, and to assume and perform the obligations and covenants thereof.

SECT. 2. This act shall take effect upon its passage.

HOUSE OF REPRESENTATIVES, February 7, 1890.

Passed to be enacted.

WILLIAM E. BARRETT, *Speaker*.

IN SENATE, February 11, 1890.

Passed to be enacted.

HENRY H. SPRAGUE, *President*.

FEBRUARY 12, 1890.

Approved.

JOHN Q. A. BRACKETT.

SECRETARY'S DEPARTMENT, BOSTON, February 25, 1890.

A true copy.

Witness the seal of the Commonwealth.

[Seal.]

ISAAC H. EDGETT,

Deputy Secretary of the Commonwealth.

Indenture made this twenty-eighth day of February, A. D. 1890, by and between the Boston & Lowell Railroad Corporation, a corporation duly established under the laws of the Commonwealth of Massachusetts, party of the first part, and hereinafter called the Lowell Railroad, and the Boston & Maine Railroad, a corporation duly established under the laws of said Commonwealth, party of the second part, and hereinafter called the Maine Railroad.

Whereas, the said Lowell Railroad, by indenture bearing date the thirtieth day of December, 1889, has leased of the Northern Railroad, a corporation duly established under the laws of the State of New Hampshire, its railroad and other property, as in said indenture particularly described :

Now, therefore, these presents witness as follows, to wit:

1. The said Lowell Railroad, in consideration of the covenants of the said Maine Railroad hereinafter contained, hereby assigns, transfers, and sets over unto the said Maine Railroad the aforesaid lease, the premises and property hereby demised, and all right, title, and interest in or under the same;

To have and to hold the said premises and property for the residue of the term of said lease.

2. The said Maine Railroad hereby accepts the said transfer, assignment, and conveyance of said lease and of said demised premises and property, and covenants with the said Lowell Railroad that it will well and truly pay the rent reserved in said lease, and will perform all the covenants and stipulations in said lease contained to be performed on the part of said Lowell Railroad, and will indemnify and hold harmless the said Lowell Railroad against all losses, claims, or liabilities arising on account of said lease, and at the expiration of the term of the lease of said Lowell Railroad to said Maine Railroad, will cause the said lease of said Northern Railroad to enure to the benefit of the said Lowell Railroad.

8. Nothing herein contained shall in any way release or discharge the said Lowell Railroad from its liability to said Northern Railroad upon all the covenants of said lease.

In witness whereof the said parties have caused their respective corporate seals to be hereto affixed, and these presents to be executed by their respective presidents, thereunto duly authorized, the day and year hereinbefore written.

(Signed)

THE BOSTON & LOWELL
RAILROAD CORPORATION,
BY FRANCIS L. HIGGINSON, *President*.
BOSTON & MAINE RAILROAD,
BY FRANK JONES, *President*.

[Seal.]

[Seal.]

In the presence of
J. H. BENTON, JR.,
ALBERT A. GLEASON.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, ss. BOSTON, March 19, 1890. Then personally appeared Francis L. Higginson, president of the Boston & Lowell Railroad Corporation, and acknowledged the above instrument to be the free act and deed of said Boston & Lowell Railroad Corporation.

Before me,

J. H. BENTON, JR., *Justice of the Peace*.

Indenture made this twenty-eighth day of February, A. D. 1890, by and between the Boston & Maine Railroad, a corporation duly established under the laws of the Commonwealth of Massachusetts, and the Northern Railroad, a corporation duly established under the laws of the State of New Hampshire.

Whereas, by the terms of an indenture of lease of its railroad and other property from said Northern Railroad to the Boston & Lowell Railroad Corporation, dated December 30, A. D. 1889, it is provided that said Boston & Lowell Railroad Corporation will assign and convey the leased property to the said Boston & Maine Railroad, upon certain conditions in said indenture set forth:

Now, therefore, in compliance with said conditions, and in consideration of such transfer and conveyance herewith simultaneously made:

1. The said Boston & Maine Railroad hereby covenants with said Northern Railroad that it will be jointly and severally liable to said Northern Railroad for the full performance of each and all of the covenants and agreements of the said Boston & Lowell Railroad Corporation in the said indenture of lease contained.

2. The said Northern Railroad hereby accepts the foregoing covenants of said Boston & Maine Railroad as in full performance of the provisions of said lease relative to the assignment and conveyance of the leased property to the said Boston & Maine Railroad.

In witness whereof, the said parties have caused their respective corporate seals to be hereto affixed, and these presents to be executed by their respective presidents, thereunto duly authorized, the day and year hereinbefore written.

(Signed)

BOSTON & MAINE RAILROAD,
BY FRANK JONES, *President*.

[Seal.]

NORTHERN RAILROAD,
BY A. W. SULLOWAY, *President*.

[Seal.]

LEASE

OF THE UPPER COOS RAILROAD, OF NEW HAMPSHIRE, TO MAINE
CENTRAL RAILROAD COMPANY.

At an adjourned meeting of the stockholders of the Upper Coos Railroad, of New Hampshire, duly held at Portsmouth, on the 18th day of July, 1890, it appeared that all the stockholders were present, and among other things, the following matters there took place and were entered of record, namely:

Irving W. Drew then submitted the following resolution, viz.:

Resolved, That the lease in duplicate from this corporation to the Maine Central Railroad Company, bearing date from the first day of May, 1890, duly signed by George Van Dyke, president of this corporation, and by James P. Cook, its treasurer, is hereby accepted, ratified, and approved, and the treasurer of this corporation is authorized to deliver and exchange the same with the Maine Central Railroad Company, and to cause the same to be duly recorded.

On motion of said Irving W. Drew the above resolution was submitted to a stock vote, which, being duly taken, examined, and reported, was found to be as follows, viz.:

All the stockholders were present, but under the statutes, could only vote 2,380 shares: In favor of said resolution, 2,480 shares; against said resolution none.

The votes in favor of said resolution were found to be more than two thirds of the shares represented at this meeting, and being the entire number of shares of this corporation outstanding, so far as the same can be lawfully voted under the laws of New Hampshire, said resolution was unanimously passed by all the shareholders of this corporation and was so declared by the president.

On motion of said Drew:

Voted, That the president ask the approval of the stockholders *viva voce* of each of the votes passed at this meeting, including those accepting the leases from the Upper Coos Railroad of Vermont, and the Coos Valley Railroad Company accepting the lease to the Maine Central Railroad Company, and authorizing mortgages of the existing line of railway of this corporation and of the proposed extension thereof and the issue of the bonds secured by said mortgages and the discharge of the existing mortgage.

Thereupon the president called on each stockholder by name in succession to answer in the affirmative in the event he approved of the foregoing votes; otherwise to answer in the negative.

The following stockholders answered in the affirmative, viz.:

FRANK JONES,
GEORGE VAN DYKE,
JAMES P. COOK,
CHARLES HOWARD,
ENOCH G. SWEATT,
GEORGE W. ARMSTRONG,
IRVING W. DREW,
PAYSON TUCKER (CHARLES A. SINCLAIR'S PROXY),

being all the stockholders of the corporation.

Thereupon it was declared by the president that all of the votes passed at this meeting, as aforesaid, were approved by every stockholder of the corporation answering *viva voce*.

A true copy from the stockholder's records of the Upper Coos Railroad of New Hampshire.

Attest:

C. B. JORDAN,
Clerk of said Corporation.

LANCASTER, NEW HAMPSHIRE, July 31, 1890.

MAINE CENTRAL RAILROAD COMPANY,
IN BOARD OF DIRECTORS,
August 28, 1890.

On motion of Mr. Davis:

Voted, That the execution by the president and treasurer of the lease of the Upper Coos Railroad, in New Hampshire, dated the first day of May, in the year eighteen hundred and ninety, and the execution by the president of the contract with Messrs. Charles A. Sinclair, George Van Dyke, and W. B. Ives, for the construction of the extension of the Upper Coos Railroad, dated the sixteenth day of July, eighteen hundred and ninety, and the letter of the president concerning the same to Messrs. Sinclair, Van Dyke, and Ives, dated said sixteenth day of July, are all hereby ratified and confirmed.

A true copy of record.

Attest:

JOSIAH H. DRUMMOND, *Clerk.*

This indenture made in duplicate this first day of May, eighteen hundred ninety, by and between the Upper Coos Railroad, a corporation existing under the laws of New Hampshire, party of the first part, and with its successors and assigns hereinafter styled the lessor, and the Maine Central Railroad Company, a corporation existing under the laws of Maine, party of the second part, and with its successors and assigns hereinafter styled the lessee, witnesseth:

ARTICLE 1. In consideration of the rent and covenants herein reserved to be paid and performed by the lessee, said Upper Coos Railroad does hereby demise and lease to said Maine Central Railroad Company, all the railroad of the lessor located and constructed in New Hampshire and Vermont, commencing at or near the boundary line between Vermont and Canada, and running southerly through the town of Canaan and thence into New Hampshire, and through New Hampshire to its southern terminus in the town of Stratford.

Also all its leasehold interests under and by virtue of the lease from the Upper Coos Railroad, a corporation existing under the laws of Vermont, dated said first day of May, eighteen hundred ninety, and attached hereto, marked "Exhibit A."

Also all its leasehold interests under and by virtue of the lease from the Coos Valley Railroad Company, a corporation existing under the laws of Vermont, bearing date said first day of May, and hereto attached, marked "Exhibit B."

Also all its right, titles, and interests in and to the railroad or railroads constructed or to be constructed, franchises, and other property of said Upper Coos Railroad of Vermont and of said Coos Valley Railroad Company.

Also all rights of the lessor by lease or contract in and to any and all railroads whatsoever.

Also all its rights to connect with, lease, operate, purchase, or otherwise control, or to co-operate with any other railroad or other railroad corporation.

Also the franchises and rights of the lessor to extend its railroads southerly from its present southern terminus, or to make any other extensions thereof, and to construct, operate, and maintain any railroads whatsoever.

Also its rights to take tolls, its franchises, rights of way, side tracks, branches stations, station grounds, bridges, rolling stock, equipment, tools, machinery, materials, supplies, and all other property whatsoever in any way appurtenant to the foregoing railroads, constructed or to be constructed, or any of them, and all other property, rights, exemptions, and privileges whatsoever belonging to the lessor on said first day of May, except monies at that time on hand or due it.

A schedule of all said rolling-stock and equipment, and of the general condition of the leased property, signed by the respective officers of the parties hereto, is attached marked "Exhibit C."

To have and to hold all the said railroad, property, franchises, rights, privileges, and all other of the premises hereby demised, with all the appurtenances thereof, to the lessee during the full term of nine hundred ninety-nine (999) years, commencing on said first day of May, eighteen hundred ninety.

ART. 2. The lessor hereby covenants and agrees with the lessee, that it, the lessor, has a good, lawful, and unincumbered title to the premises, including said leaseholds, except as herein otherwise set out, and that, subject to the conditions, reservations, and provisions herein set out, the lessee shall, during all the term aforesaid, peaceably and quietly have, hold, use, occupy, and enjoy all and singular the same, including said leased franchises and properties, without any molestation from or by the lessor, and without any lawful molestation from or by any other person or persons whatsoever.

And the lessor further covenants and agrees with the lessee, that it has acquired a lawful right of way for the portion of its railroad already constructed as aforesaid, and has done and performed everything required by law to enable it to lawfully maintain and operate the same.

And the lessor agrees with the lessee, that if the lessee is, notwithstanding, disturbed or molested in the enjoyment of any part of the demised premises, by reason of said covenants or agreements, or any of them, not being kept or performed by the lessor, the lessee may, and is hereby authorized, to quiet the title with reference thereto, as it reasonably can.

ART. 3. The lessee hereby covenants and agrees with the lessor, for and during the continuance of this lease, that it will perform all things to be done by the lessor according to the terms of said leases from said Upper Coos Railroad in Vermont and from said Coos Valley Railroad Company, and will relieve the lessor from all liability thereunder; that it will duly and seasonably pay and discharge all taxes and other burdens which may be assessed on any or all of the demised premises; that it will indemnify and save harmless the lessor from all suits, damages, and costs for any act done or omitted by the lessee or for anything arising out of the demised premises in connection with the use, possession, or operation thereof; that it will make all returns required by law to be made by the lessee, and will furnish the lessor with all statements to enable it to make all returns required by law of the lessor; and that it will, whenever requested, furnish the directors, secretary, treasurer, and other officers of the lessor, and such experts as may reasonably be selected by the lessor, with free passes annually or oftener, for the purpose of enabling the lessor to cause the demised premises to be duly inspected from time to time as it may desire.

ART. 4. The lessee further agrees with the lessor, that, during the continuance of this lease, it will maintain and operate the demised premises in furtherance of the objects contemplated by all the laws affecting the same, and so as to promote the public convenience, and will maintain the same in good and substantial repair and condition, and will from time to time make such alterations, improvements, and enlargements thereof as may be useful for the safe, convenient, and regular transportation of passengers, freight, and mails upon every part of the line; and

that it will, at the termination of this lease, surrender the same in as good order and condition as they were at the inception hereof, with all additions thereto and improvements thereof.

ART. 5. And the lessee further covenants and agrees to and with the lessor, that it will during all the term aforesaid pay as rent for the premises, at the rate of thirty-five thousand, five hundred (35,500) dollars annually, in semi-annual installments, on the first days of November and May in each year, at the principal office of the lessee, except as herein otherwise provided.

Whereas the lessor proposes to issue its mortgage bonds of even date herewith, for the principal sum of three hundred and fifty thousand (350,000) dollars, payable in forty (40) years from date, and bearing interest at the rate of four (4) per cent per annum, payable semi-annually:—

Now, therefore, the lessee agrees to guaranty, by proper indorsement on each of said bonds, payment of the principal and interest thereof to the holder of the same, as the same respectively come due.

Provided, however, that, before such guaranty shall be indorsed as aforesaid, the lessor shall secure said bonds by a mortgage of its existing railroad as aforesaid, with a good, lawful, and clear title, free of all prior incumbrances.

And lessee further agrees with lessor, that it will unite with the lessor in renewing at not exceeding said rate of interest of four (4) per cent per annum, the whole or any portion of the principal of said bonds when the same fall due, and in renewing such renewals, and so on continuously, so long as this lease may endure, and that it will guaranty the payment of the principal and interest of such renewals, and each of them, by indorsement as aforesaid; provided that such renewals and each of them shall be secured by a mortgage on said existing railroad, with a good, lawful, and clear title, free of all prior incumbrances, and the lessor shall have the benefit of any reduction of interest. And the lessee will join in the mortgage or mortgages securing the same, so far as is necessary to give to the same priority over the leasehold interest hereunder.

The lessor reserves the right to execute said mortgages to secure the payment of said bonds and the renewals thereof, which said mortgages shall have rank, priority, and privilege before this lease; and all the premises are leased subject to the incumbrance to be created by the said mortgages and the conditions thereof.

From the portion of said rental in excess of coupons to be so guaranteed by the lessee, there shall be paid semi-annually at the dates aforesaid two hundred and fifty (250) dollars to the treasurer of the lessor at the principal office of the lessee; and the balance, at present, ten thousand, five hundred (10,500) dollars each half-year, shall be paid as follows: On or before the twenty-fifth days of October and April in each year the treasurer of the lessor shall furnish the lessee a list of the shareholders of the lessor, showing the address of each and the portion of said ten thousand, five hundred (10,500) dollars to which each is entitled; and the lessee shall thereupon, on said first days of November and May in each year, pay said ten thousand, five hundred (10,500) dollars by forwarding the check of the lessee to each person named on said list, to the address given therein and for the amount therein set out as payable to him, and upon said checks being duly honored, the payments so made in accordance with such lists shall be in full discharge of the semi-annual rentals hereinbefore agreed to be paid.

And, whereas, further, the lessee may construct the extension of said railroad from its present southern terminus in Stratford at its junction with the Grand Trunk Railway to a connection with the line of the lessee in the towns of Dalton, Whitefield, or Carroll, partly in New Hampshire and partly in Vermont, or wholly in either, being thirty-three (33) miles or thereabouts, and may further equip the whole line:—

Now, therefore, the lessor covenants and agrees with the lessee, that it will, on the request of the lessee, execute its bonds, bearing such date as the lessee may

desire, payable in forty (40) years from date, with interest at the rate of four and one half ($4\frac{1}{2}$) per cent per annum, payable semi-annually, to the principal amount of not over twenty-one thousand (21,000) dollars per mile for each mile of said extension, whether in New Hampshire or Vermont, and will secure the same by a first mortgage covering the extension aforesaid, whether in said New Hampshire or Vermont, including all interests which the lessor has acquired, or may acquire, by lease or otherwise, in and to any portion of the line aforesaid in Vermont, and will deliver said bonds to the lessee as requested by it, to be used for the purposes aforesaid; and further, that it will on request from time to time renew the principal of any of said bonds, on such time as the lessee may desire, and renew any such renewals, or any part thereof, and so on continuously so long as this lease endures, and will secure such renewals, and each of them, in the same manner as it secures the original bonds to be issued as hereinbefore provided.

The lessee will pay at its own cost all said bonds so to be issued on the extension aforesaid, and the renewals thereof and the interest on all the same and all expenses with reference thereto; and it will hold the lessor harmless from all loss, damage, or expense arising out of the same.

In the event that it shall be doubted whether the lessor can lawfully issue said bonds for the full amount of twenty-one thousand (21,000) dollars per mile of said extension, then the lessor will, in lieu of the whole or part thereof, issue its capital stock to the contractors, or other persons, as from time to time may be requested by the lessee, said stock and bonds not to exceed said rate of twenty-one thousand (21,000) dollars per mile of extension constructed, the lessee to guarantee thereon perpetual dividends at the rate of four and one half per cent per annum, and the holders thereof to receive no other dividends, which said dividends shall be paid at the cost and expense of the lessee; and for the purpose of giving effect hereto, agreements signed by the lessee shall be indorsed on each certificate of stock to be issued as aforesaid, and on each successive certificate thereafter issued on surrender or transfer.

Provided, however, that whenever hereafter the full amount of said bonds may be lawfully issued, the lessee, and also any person holding any of said stock, shall each have the right to take up or surrender any of said stock in exchange for said bonds, par for par, with due adjustment of interest at said rate of four and one half ($4\frac{1}{2}$) per cent; and thereupon the stock taken up or surrendered shall be extinguished.

ART. 6. This lease is upon condition that, if the lessee shall fail to pay any rent for six months after the same becomes payable and payment thereof is demanded in writing, or shall fail to perform any of its agreements herein, and shall, for six months after notice or demand in writing to the contrary given by the lessor, continue such default and fail to make good all the same, with lawful interest, damages, and expenses as hereinafter set out, then and in either event the lessee shall be liable to suffer the forfeiture of this lease.

And thereupon the lessor into and upon all the demised premises, or into and upon any part thereof for and in the name of the whole, shall have the right at any time thereafter to enter, and take and hold possession of the same, and use and operate the same, and take the income and proceeds thereof, and the lessee, and all its servants and agents, to dispossess and remove, and may at the time of such entry, or at any time thereafter, give written notice that it holds the same for the purpose of effecting the determination of this lease and enforcing the forfeiture thereof, for the specified breach or breaches of covenant or agreement for which such entry was made.

Any written notice or demand as aforesaid shall be sufficient, if delivered by authority of the directors of the lessor to the president or treasurer of the lessee, or if published once a week for two weeks in some public daily journal in the city of Portland, State of Maine, or in the city of Boston, State of Massachusetts.

If the lessee shall not within three months after the delivery of notice or the last publication thereof as aforesaid, repair, supply, and make good all the deficiency and breach of covenant or agreement for which such entry was made, with lawful interest and all damages and expenses caused thereby, all the estate, rights, and interests of the lessee shall be absolutely determined, and the lessor shall have and hold all the demised premises and the income thereof, as in and of its former estate and to its own use.

But if the lessee, at any time after such entry for breach of covenant and before the expiration of three months as aforesaid from the delivery or the publication of notice aforesaid, repair, supply, and make good all the deficiency or breach of covenant or agreement for which such entry was made, with interest as aforesaid, and with all damages and expenses in anywise caused thereby, then the lessee shall be restored to the possession, use, and enjoyment of all the demised premises as fully and amply, to all intents and purposes, as if no such deficiency or breach of covenant had occurred, and the lessor shall restore and yield possession as aforesaid, and account for and pay to the lessee all the net profits and income received by the lessor by virtue of its entry and possession aforesaid.

In case of default or omission by the lessee to comply with any of the agreements, covenants, or provisions hereof, and if said default or omission is of such character that it cannot be made specifically good, the lessee shall have the right, within the periods hereinbefore set out, to pay or perform a pecuniary consideration the equivalent thereof, or as nearly equivalent as is practicable from the nature of the case; and, in the event of any real controversy arising whether or not the pecuniary matter made or offered to be made by the lessee was such equivalent, the lessee shall be entitled to redeem from said omission or default within such period of three months after the time of the final adjudication concerning said controversy by the court having jurisdiction thereof, by then making such other pecuniary payment or performance as shall then appear to be an equivalent as aforesaid, making at the same time full compensation for consequent loss of interest, damages, and expense, including counsel fees connected with or arising out of said adjudication.

Provided, nevertheless, that nothing herein contained shall be construed as diminishing any right or remedy which either the lessor or lessee, or any other party in interest herein, would have at law, or in equity, to enforce the performance of any covenants or agreements herein set forth, or to recover damages resulting from any omission or default in reference to the same or either of them, or as preventing either from recovering on account thereof any balance to which it is justly entitled.

ART. 7. The lessor further covenants and agrees with the lessee that, during the continuance of this lease, it will at its own expense maintain a lawful and beneficial corporate organization, make all returns and do all other things on its part required to be done to uphold and save inviolate the demised premises, and will at its own expense elect and appoint all the officers, agents, or servants required or convenient for the purposes hereof, and will invest them with such powers and duties as may be incidental thereto; that it will at the cost of the lessee make any further assurances which from time to time may be found useful to secure to the lessee all rights, powers, and privileges under this lease according to its true intent; that it will, at the cost of the lessee, from time to time authorize and execute any conveyance of property which, under the terms hereof, the lessee is authorized to sell or otherwise dispose of; that it will, at the cost of the lessee, do any other act which may be necessary or convenient to enable the lessee to exercise any of the rights, powers, and privileges hereby demised, or intended to be demised; and especially that it will, at the cost of the lessee, make all locations, commence and prosecute or defend all proceedings before any courts or other judicial tribunals, or official boards, commissioners, and any officials whatever, make all petitions and other applications, and answers, pleas, or

other defenses, commence and enter all appeals and other acts and things necessary, proper, or convenient with reference to any of the same, and as incident thereto execute all appropriate bonds and other instruments; and the lessee herewith covenants and agrees with the lessor to hold the lessor harmless from all loss, damage, or expense by reason of anything aforesaid to be done at the cost of the lessee.

ART. 8. The lessee may, from time to time, amend, repair, alter, or replace any of the buildings, rails, equipment, or other appurtenances of the railroad hereby leased, or of any extension thereof; so, however, that in all such cases, and the lessee hereby covenants that in all such cases there shall forthwith be made substitutions, additions, or improvements of the like kind and for the like purposes, which shall be full equivalents in all respects.

And the lessee may, from time to time, cause to be made and provided new and additional buildings, tracks, rails, equipment, or other appurtenances, necessary or beneficial for the purposes of the demised property, and also such changes of location as may be so necessary or beneficial, but not so as to divert the same substantially from the existing route, nor to impair the value of any part thereof.

The lessee may, from time to time, sell and otherwise dispose of lands, rolling stock, equipments, or other property, which are now or which may hereafter become subject to this lease and which may have become unnecessary for the purposes of the demised property, taking, however, such action as may be necessary or proper to secure the application of the proceeds thereof to its improvement.

All rolling stock and equipment substituted as herein provided shall be properly marked to identify the same; and such other acts shall be done by the lessee as may be necessary or proper to give said new rolling stock and equipment the same status under this lease as that which it replaces.

All lands and other hereditaments which may hereafter be acquired as appurtenant to the demised property, whether in substitution or in improvements or additions, shall be so taken as to be held subject to the terms hereof; and said lessee covenants that it will, from time to time, make all such assurances of title as may be advised by counsel to be needful or proper to give full effect to this agreement.

In testimony whereof the said Upper Coos Railroad has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, and the said Maine Central Railroad Company has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, the day and year first above written.

UPPER COOS RAILROAD,

BY GEORGE VAN DYKE, *Its President.*

[L. s.]

Countersigned by

JAMES P. COOK, *Its Treasurer.*

MAINE CENTRAL RAILROAD COMPANY,

BY ARTHUR SEWALL, *Its President.*

[L. s.]

Countersigned by

J. A. LINSKOTT, *Its Treasurer.*

Signed, sealed, and delivered in presence of

DANIEL BROOKS, } To ARTHUR SEWALL and
WILLIAM L. PUTNAM, } J. A. LINSKOTT.

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. July 16, A. D. 189). Then personally appeared George Van Dyke, in his capacity of president of the Upper Coos Railroad, and acknowledged

the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,
CHESTER B. JORDAN,
Justice of the Peace for said County and State.

STATE OF MAINE.

CUMBERLAND SS. August 28, A. D. 1890. Then personally appeared Arthur Sewall, in his capacity of president of the Maine Central Railroad Company, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,
DANIEL BROOKS,
Justice of the Peace for said County of Cumberland.

EXHIBIT A.

This indenture made in duplicate this first day of May, eighteen hundred and ninety, by and between the Upper Coos Railroad, a corporation existing under the laws of Vermont, party of the first part, and with its successors and assigns hereinafter styled the lessor, and the Upper Coos Railroad, a corporation existing under the laws of New Hampshire, party of the second part, and with its successors and assigns hereinafter styled the lessee, witnesseth:

ARTICLE 1. In consideration of the covenants herein reserved to be paid and performed by the lessee, the lessor does hereby demise and lease to the lessee all the railroad of the lessor constructed or to be constructed in Vermont.

Also all its rights, if any such it has, to connect with, lease, operate, purchase, or otherwise control, or to co-operate with any other railroad or other railroad corporation.

Also the franchises and rights of the lessor to extend its railroad and to construct, operate, and maintain any railroads whatsoever.

Also its rights to take tolls, its franchises, rights of way, side tracks, branches, stations, station grounds, bridges, and all other property whatsoever in any way appurtenant to the foregoing railroad, constructed or to be constructed, and all other property, rights, exemptions, and privileges whatsoever belonging to the lessor on said first day of May.

To have and to hold all the said railroad, property, franchises, rights, privileges, and all other of the premises hereby demised, with all the appurtenances thereof, to the lessee during the full term of nine hundred ninety-nine (999) years, commencing on said first day of May.

ART. 2. The lessee hereby covenants and agrees with the lessor, for and during the continuance of this lease, that it will duly and seasonably pay and discharge all taxes and other burdens which may be assessed on any or all of the demised premises; that it will indemnify and save harmless the lessor from all suits, damages, and costs for any act done or omitted by the lessee, or for anything arising out of the demised premises in connection with the use, possession, or operation thereof; that it will duly make all returns required by law to be made by the lessee, and will furnish the lessor with all statements to enable it to make all returns required by law of the lessor; that it will maintain and operate the demised premises in furtherance of the objects contemplated by all the laws, general and special, affecting the same, and in such manner as to promote the public convenience and

advantage under said laws, and will from time to time make such alterations, improvements, and enlargements of said railroad and its appurtenances, as may be useful for the safe, convenient, and regular transportation of passengers, freight, and mails upon all and every part of the line ; that it will, at the termination of this lease, surrender the demised premises, with all additions thereto and improvements thereof ; and that it will pay as rent for the premises and in full therefor one dollar at the end of said term.

ART. 3. And whereas in the construction of the railroad of the lessor, or in the construction of the extensions or branches thereof, whether now authorized or hereafter authorized, or in equipping the same or any portion thereof, or in refunding the cost of the premises or any portion thereof, or in providing for any other matter or thing for which the lessor may now lawfully issue its obligations secured by mortgage, or may hereafter be authorized so to do, the lessee may need to use such obligations.

Now, therefore, the lessor covenants and agrees with the lessee, that it will from time to time, on request of the lessee, unite with it in issuing its obligations, secured by mortgage as aforesaid, for such amounts and on such terms and with such other particulars as the lessee may from time to time request.

And in consideration thereof the lessee agrees that it will pay and discharge at its own cost all said obligations so to be issued as aforesaid, and the interest thereon, and all renewals thereof with interest thereon, and all costs, charges, or expenses with reference thereto ; and that it will hold the lessor harmless from all loss arising out of the same.

And whereas by virtue of the caption of this lease all parts hereof in which either the word "lessor" or the word "lessee" is used, apply, not only to the lessor or lessee, but to its successors and assigns respectively, yet in order that the matter may be plainly stated, and without impairing the general rule of interpretation hereof, it is expressly agreed by and between the lessor and lessee, that all the provisions of this article with reference to the issuing of obligations and execution of mortgages to secure the same, shall operate between the successors and assigns of either the lessee or the lessor on the one side, and the lessor or lessee, or successors of either as the case may be, on the other side ; so that the successors and assigns of the lessee shall have all the benefits hereof and be entitled to demand and receive the issue of obligations and execution of mortgages as aforesaid, and the successors and assigns of the lessor shall be entitled to the benefit of the agreements herein by the lessee for payment and discharge, and of all other agreements herein for things to be done by the lessee.

ART. 4. It is expressly agreed between the parties hereto, that no failure on the part of the lessee to perform any of the matters and things herein covenanted or agreed to be done by it, nor any other matter or thing shall cause a forfeiture of this lease, and that the only remedy hereunder, by either the lessor or lessee as against the other, shall be at law or in equity to enforce the performance of covenants and agreements herein set forth, or to recover damages resulting from some omission or default with reference thereto.

ART. 5. The lessor further covenants and agrees with the lessee that, during the continuance of this lease, it will maintain a lawful and beneficial corporate organization, make all returns and do all other things on its part required to be done to uphold and save inviolate the demised premises ; that it will elect and appoint all the officers, agents, or servants required or convenient for the purposes hereof, and invest them with such powers and duties as may be incidental thereto ; that it will make any further assessments which from time to time may be found useful to secure to the lessee all rights, powers, and privileges under this lease according to its true intent ; that it will from time to time authorize and execute any conveyance of property which, under the terms hereof, the lessee is authorized to sell or otherwise dispose of ; that it will do any other act which may be necessary or convenient to enable the lessee to exercise any of the rights, powers, and privileges

hereby demised, or intended to be demised ; and especially that it will make all locations, commence and prosecute or defend all proceedings before any courts or other judicial tribunals, or official boards, commissioners, and any officials whatever, make all petitions and other applications, and answers, pleas, or other defences, commence and enter all appeals and other acts and things necessary, proper, or convenient with reference to any of the same, and as incident thereto execute all appropriate bonds and other instruments ; and the lessee herewith covenants and agrees with the lessor to hold the lessor harmless from all loss, damage, or expense by reason of anything in this article contained, and to pay all the cost thereof.

ART. 6. The lessee may, from time to time, amend, repair, alter, or replace any of the buildings, tracks, rails, equipment, or other appurtenances of the railroad leased, or of any extension thereof, and may from time to time cause to be made and provided new and additional buildings, tracks, rails, equipment, or other appurtenances necessary or beneficial for the purposes of the demised property, and also such changes of location as may be so necessary or beneficial, and may, from time to time, sell and otherwise dispose of lands, rolling stock, equipments, or other property, which are now or which may hereafter become subject to this lease.

In testimony whereof the said Upper Coos Railroad of Vermont has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, and the said Upper Coos Railroad of New Hampshire has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, the day and year first above written.

UPPER COOS RAILROAD OF VERMONT,

BY GEORGE VAN DYKE, *Its President.*

[L. S.]

Countersigned by

GEORGE A. PAYNE, *Its Treasurer.*

UPPER COOS RAILROAD OF NEW HAMPSHIRE,

GEORGE VAN DYKE, *Its President.*

[L. S.]

Countersigned by

JAMES P. COOK, *Its Treasurer.*

Signed, sealed, and delivered in presence of,

HENRY C. IDE,	}	Witness to signatures of Upper Coos Railroad of Vermont.
WILLIAM L. QUIMBY,		

IRVING W. DREW,	}	Witness to signatures of Upper Coos Railroad of New Hampshire.
CHESTER B. JORDAN,		

STATE OF NEW HAMPSHIRE.

ROCKINGHAM SS. July 16, A. D. 1890. Then personally appeared George Van Dyke, in his capacity of president of the Upper Coos Railroad of New Hampshire, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

C. B. JORDAN,

Justice of the Peace throughout Said State.

STATE OF VERMONT.

CALEDONIA SS. July 3, A. D. 1890. Then personally appeared George A. Payne, in his capacity of treasurer of the Upper Coos Railroad of Vermont, and acknowl

edged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,
WALTER P. SMITH,
Justice of the Peace for Said County of Caledonia.

EXHIBIT B.

This indenture made in duplicate this first day of May, eighteen hundred and ninety, by and between the Coos Valley Railroad Company, a corporation existing under the laws of Vermont, party of the first part, and with its successors and assigns hereinafter styled the lessor, and the Upper Coos Railroad, a corporation existing under the laws of New Hampshire, party of the second part, and with its successors and assigns hereinafter styled the lessee, witnesseth:

ARTICLE 1. In consideration of the covenants herein reserved to be paid and performed by the lessee, the lessor does hereby demise and lease to the lessee all the railroad of the lessor constructed or to be constructed in Vermont.

Also all its rights, if any such it has, to connect with, lease, operate, purchase, or otherwise control, or to co-operate with any other railroad or other railroad corporation.

Also the franchises and rights of the lessor to extend its railroad and to construct, operate, and maintain any railroads whatsoever.

Also its rights to take tolls, its franchises, rights of way, side-tracks, branches, stations, station grounds, bridges, and all other property whatsoever in any way appurtenant to the foregoing railroad, constructed or to be constructed, and all other property, rights, exemptions, and privileges whatsoever belonging to the lessor on said first day of May.

To have and to hold all the said railroad, property, franchises, rights, privileges, and all other of the premises hereby demised, with all the appurtenances thereof, to the lessee during the full term of nine hundred ninety-nine (999) years, commencing on said first day of May.

ART. 2. The lessee hereby covenants and agrees with the lessor, for and during the continuance of this lease, that it will duly and seasonably pay and discharge all taxes and other burdens which may be assessed on any of the demised premises; that it will indemnify and save harmless the lessor from all suits, damages, and costs for any act done or omitted by the lessee, or for anything arising out of the demised premises in connection with the use, possession, or operation thereof; that it will duly make all returns required by law to be made by the lessee, and will furnish the lessor with all statements to enable it to make all returns required by law of the lessor; that it will maintain and operate the demised premises in furtherance of the objects contemplated by all the laws, general and special, affecting the same, and in such manner as to promote the public convenience and advantage under said laws, and will from time to time make such alterations, improvements, and enlargements of said railroad and its appurtenances, as may be useful for the safe, convenient, and regular transportation of passengers, freight, and mails upon all and every part of the line; that it will, at the termination of this lease, surrender the demised premises, with all additions thereto and improvements thereof; and that it will pay as rent for the premises and in full therefor one dollar at the end of said term.

ART. 3. And whereas in the construction of the railroad of the lessor, or in the construction of the extensions or branches thereof, whether now authorized or hereafter authorized, or in equipping the same or any portion thereof, or in refunding the cost of the premises or any portion thereof, or in providing for any

other matter or thing for which the lessor may now lawfully issue its obligations secured by mortgage, or may hereafter be authorized so to do, the lessee may need to use such obligations.

Now, therefore, the lessor covenants and agrees with the lessee, that it will from time to time, on request of the lessee, unite with it in issuing its obligations, secured by mortgage as aforesaid, for such amounts and on such terms and with such other particulars as the lessee may from time to time request.

And in consideration thereof the lessee agrees that it will pay and discharge at its own cost all said obligations so to be issued as aforesaid, and the interest thereon, and all renewals thereof with interest thereon, and all costs, charges, or expenses with reference thereto; and that it will hold the lessor harmless from all loss arising out of the same.

And whereas by virtue of the caption of this lease all parts hereof in which either the word "lessor" or the word "lessee" is used, apply not only to the lessor or lessee, but to its successors and assigns respectively, yet in order that the matter may be plainly stated and without impairing the general rule of interpretation hereof, it is expressly agreed by and between the lessor and lessee, that all the provisions of this article with reference to the issuing of obligations and execution of mortgages to secure the same, shall operate between the successors and assigns of either the lessee or the lessor on the one side, and the lessor or lessee, or the successors of either as the case may be, on the other side; so that the successors and assigns of the lessee shall have all the benefits hereof and be entitled to demand and receive the issue of obligations and execution of mortgages as aforesaid, and the successors and assigns of the lessor shall be entitled to the benefit of the agreements herein by the lessee for payment and discharge, and of all other agreements herein for things to be done by the lessee.

ART. 4. It is expressly agreed between the parties hereto, that no failure on the part of the lessee to perform any of the matters and things herein covenanted or agreed to be done by it, nor any other matter or thing, shall cause a forfeiture of this lease, and that the only remedy hereunder, by either the lessor or lessee as against the other, shall be at law or in equity to enforce the performance of covenants and agreements herein set forth, or to recover damages resulting from some omission or default with reference thereto.

ART. 5. The lessor further covenants and agrees with the lessee that during the continuance of this lease it will maintain a lawful and beneficial corporate organization, make all returns, and do all other things on its part required to be done to uphold and save inviolate the demised premises; that it will elect and appoint all the officers, agents, or servants required or convenient for the purposes hereof, and invest them with such powers and duties as may be incidental thereto; that it will make any further assurances which from time to time may be found useful to secure to the lessee all rights, powers, and privileges under this lease according to its true intent; that it will from time to time authorize and execute any conveyance of property which, under the terms hereof, the lessee is authorized to sell or otherwise dispose of; that it will do any other act which may be necessary or convenient to enable the lessee to exercise any of the rights, powers, and privileges hereby demised, or intended to be demised; and especially that it will make all locations, commence and prosecute or defend all proceedings before any courts or other judicial tribunals, or official boards, commissioners, and any officials whatever, make all petitions and other applications and answers, pleas or other defenses, commence and enter all appeals and other acts and things necessary, proper, or convenient with reference to any of the same, and as incident thereto execute all appropriate bonds and other instruments; and the lessee herewith covenants and agrees with the lessor to hold the lessor harmless from all loss, damage, or expense by reason of anything in this article contained, and to pay all the costs thereof.

ART. 6. The lessee may from time to time amend, repair, alter, or replace any of the buildings, tracks, rails, equipment, or other appurtenances of the railroad leased, or of any extension thereof, and may from time to time cause to be made and provided new and additional buildings, tracks, rails, equipment, or other appurtenances necessary or beneficial for the purposes of the demised property, and also such changes of location as may be so necessary or beneficial, and may from time to time sell or otherwise dispose of lands, rolling stock, equipments, or other property, which are now or which may hereafter become subject to this lease.

In testimony whereof the said Coos Valley Railroad Company has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, and the said Upper Coos Railroad of New Hampshire has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, the day and year first above written.

COOS VALLEY RAILROAD COMPANY,

By GEORGE VAN DYKE, *Its President*.

[L. S.]

Countersigned by

GEORGE A. PAYNE, *Its Treasurer*.

UPPER COOS RAILROAD OF NEW HAMPSHIRE,

By GEORGE VAN DYKE, *Its President*.

Countersigned by

JAMES P. COOK, *Its Treasurer*.

Signed, sealed, and delivered in presence of

HENRY C. IDE,	}	Witness to signatures of Coos Valley Railroad Company.
WILLIAM L. QUIMBY,		
IRVING W. DREW,	}	Witness to signatures of Upper Coos Railroad.
CHESTER B. JORDAN,		

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. July 16, A. D. 1890. Then personally appeared George Van Dyke, in his capacity of president of the Upper Coos Railroad of New Hampshire, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

C. B. JORDAN,

Justice of the Peace throughout said State.

STATE OF VERMONT.

CALEDONIA ss. July 3, A. D. 1890. Then personally appeared George A. Payne, in his capacity of treasurer of the Coos Valley Railroad Company, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

WALTER P. SMITH,

Justice of the Peace for said County of Caledonia.

LEASE

OF THE UPPER COOS RAILROAD (VERMONT) TO UPPER COOS RAILROAD (NEW HAMPSHIRE).

At an adjourned meeting of the stockholders of the Upper Coos Railroad, held at St. Johnsbury, Vermont, on the third day of July, A. D. 1890, all the stock-

holders except Charles A. Sinclair, Frank Stafford, and W. H. Hicks being present, the following vote was passed, viz.:

"*Resolved*, That the lease in duplicate from this corporation to the Upper Coos Railroad of New Hampshire, bearing date the first day of May, 1890, duly signed by George Van Dyke, president of this corporation, and by George A. Payne, as treasurer, is hereby accepted, ratified, and approved, and the treasurer of this corporation is authorized to deliver and exchange the same with the Upper Coos Railroad of New Hampshire, and to cause the same to be duly recorded." Which resolution was submitted to a stock vote, which being duly taken, examined, and reported was found to be as follows, viz.: In favor of said resolution, 288 shares, being all the stock present or represented at the meeting; against said resolution, none; and it was declared by the president as passed. Subsequently the meeting was adjourned to meet on the 31st day of July, 1890.

On the 31st day of July, 1890, stockholders of the corporation met, pursuant to adjournment, and the following proceedings took place, viz.: The clerk called the meeting to order, and Henry C. Ide was elected president of the meeting. Upon his request the records of the meeting of July 3, 1890, of which this meeting was an adjournment, were read at length by the clerk: the president then appointed a committee of one, viz., Philo B. Van Dyke, to examine and report the entire amount of stock outstanding and the amount of stock present at this meeting.

Said committee reported the entire amount of stock outstanding at 310 shares, and the amount of stock present at this meeting 310 shares, all the stock being represented; which report was accepted.

Philo B. Van Dyke submitted the following resolution, viz.:

"*Resolved*, That all proceedings of the meeting held July 3, 1890, including the votes authorizing the lease dated May 1, 1890, to the Upper Coos Railroad of New Hampshire, are hereby ratified and approved." Which resolution was submitted to a stock vote, which being duly taken, examined, and reported was found to be as follows, viz.: The favor of said resolution, 310 votes; against said resolution, none; and all the stock having been found to have voted in favor of said resolution it was declared by the president as passed.

A true copy of the records of the stockholders of the Upper Coos Railroad.

Certified by me this 21st day of August, A. D. 1890.

WILLIAM L. QUIMBY,

Clerk of Upper Coos Railroad.

At an adjourned meeting of the stockholders of the Upper Coos Railroad of New Hampshire, duly held at Portsmouth, on the sixteenth day of July, 1890, it appeared that all the stockholders were present; and among other things the following matters there took place and were entered of record, namely: Irving W. Drew submitted the following resolution: "*Resolved*, This corporation hereby accepts the lease from the Coos Valley Railroad Company, and the Upper Coos Railroad of Vermont, each dated the first day of May, 1890, being the same designated 'Exhibit A' and 'Exhibit B' in the proposed lease from the corporation to the Maine Central Railroad Company, and authorizes, approves, and ratifies the execution of each of the same by the president and treasurer of the corporation."

On motion of Irving W. Drew the above resolution was submitted to a stock vote, which being duly taken, examined, and reported, was found to be as follows, namely:

All stockholders were present, but under the statutes could only vote 2,380 shares. In favor of said resolution, 2,380 shares; against said resolution, none.

The votes in favor of said resolution being found to be more than two thirds of the shares represented at this meeting, and being the entire number of shares of this corporation outstanding so far as the same can lawfully be voted under the

laws of New Hampshire, said resolution was unanimously passed by all the stockholders of this corporation and was so declared by the president.

On motion of said Drew, voted that the president ask the approval of the stockholders, *viva voce*, of each of the votes passed at this meeting, including those accepting the leases from the Upper Coos Railroad of Vermont, and the Coos Valley Railroad Company, accepting the lease to the Maine Central Railroad Company, and authorizing mortgages of the existing line of railway of this corporation and of the proposed extension thereof, and the issue of the bonds secured by said mortgages and the discharge of the existing mortgage.

Thereupon the president called on each stockholder by name, in succession, to answer in the affirmative, in the event he approved of the foregoing votes, otherwise to answer in the negative. The following stockholders answered in the affirmative, viz.:

FRANK JONES,
GEORGE VAN DYKE,
JAMES P. COOK,
CHARLES HOWARD,
ENOCH G. SWEATT,
GEORGE W. ARMSTRONG,
IRVING W. DREW,
PAYSON TUCKER (CHARLES A. SINCLAIR'S PROXY),

being all the stockholders of the corporation.

Thereupon it was declared by the president that all of the votes passed at this meeting, as aforesaid, were approved by every stockholder of the corporation answering *viva voce*.

A true copy from the stockholder's records of the Upper Coos Railroad of New Hampshire.

Attest:

C. B. JORDAN,
Clerk of said Corporation.

LANCASTER, NEW HAMPSHIRE, July 31, 1890.

This indenture made in duplicate this first day of May, eighteen hundred and ninety, by and between the Upper Coos Railroad, a corporation existing under the laws of Vermont, party of the first part, and with its successors and assigns hereinafter styled the lessor, and the Upper Coos Railroad, a corporation existing under the laws of New Hampshire, party of the second part, and with its successors and assigns hereinafter styled the lessee, witnesseth:

ARTICLE 1. In consideration of the covenants herein reserved to be paid and performed by the lessee, the lessor does hereby demise and lease to the lessee all the railroad of the lessor, constructed or to be constructed in Vermont.

Also all its rights, if any such it has, to connect with, lease, operate, purchase, or otherwise control, or to co-operate with any other railroad or other railroad corporation.

Also the franchises and rights of the lessor to extend its railroad and to construct, operate, or maintain any railroads whatsoever.

Also its rights to take tolls, its franchises, rights of way, side tracks, branches, stations, station grounds, bridges, and all other property whatsoever in any way appurtenant to the foregoing railroad, constructed or to be constructed, and all other property, rights, exemptions, and privileges whatsoever belonging to the lessor on said first day of May.

To have and to hold all the said railroad, property, franchises, rights, privileges, and all other of the premises hereby demised, with all the appurtenances thereof, to the lessee during the full term of nine hundred ninety-nine (999) years, commencing on said first day of May.

ART. 2. The lessee hereby covenants and agrees with the lessor, for and during the continuance of this lease, that it will duly and seasonably pay and discharge all taxes and other burdens which may be assessed on any or all of the demised premises; that it will indemnify and save harmless the lessor from all suits, damages, and costs for any act done or omitted by the lessee, or for anything arising out of the demised premises in connection with the use, possession, or operation thereof, that it will duly make all returns required by law to be made by the lessee, and will furnish the lessor with all statements to enable it to make all returns required by law of the lessor; that it will maintain and operate the demised premises in furtherance of the objects contemplated by all the laws, general and special, affecting the same, and in such manner as to promote the public convenience and advantage under said laws, and will from time to time make such alterations, improvements, and enlargements of said railroad and its appurtenances as may be useful for the safe, convenient, and regular transportation of passengers, freight, and mails upon all and every part of the line; that it will, at the termination of this lease, surrender the demised premises, with all additions thereto and improvements thereof; and that it will pay as rent for the premises and in full therefor one dollar at the end of said term.

ART. 3. And whereas in the construction of the railroad of the lessor, or in the construction of the extensions or branches thereof, whether now authorized or hereafter authorized, or in equipping the same or any portion thereof, or in refunding the cost of the premises or any portion thereof, or in providing for any other matter or thing for which the lessor may now lawfully issue its obligations secured by mortgage, or may hereafter be authorized so to do, the lessee may need to use such obligations.

Now, therefore, the lessor covenants and agrees with the lessee, that it will from time to time, on request of the lessee, unite with it in issuing its obligations, secured by mortgage as aforesaid, for such amounts and on such terms and with such other particulars as the lessee may from time to time request.

And in consideration thereof the lessee agrees that it will pay and discharge at its own cost all said obligations so to be issued as aforesaid, and the interest thereof, and all renewals thereof with interest thereon, and all costs, charges, or expenses with reference thereto; and that it will hold the lessor harmless from all loss arising out of the same.

And whereas by virtue of the caption of this lease all parts hereof in which either the word "lessor" or the word "lessee" is used, apply, not only to the lessor or lessee, but to its successors and assigns respectively, yet in order that the matter may be plainly stated, and without impairing the general rule of interpretation hereof, it is expressly agreed by and between the lessor and lessee, that all the provisions of this article with reference to the issuing of obligations and execution of mortgages to secure the same, shall operate between the successors and assigns of either the lessee or the lessor on the one side, and the lessor or lessee, or the successors of either as the case may be, on the other side; so that the successors and assigns of the lessee shall have all the benefits hereof and be entitled to demand and receive the issue of obligations and execution of mortgages aforesaid, and the successors and assigns of the lessor shall be entitled to the benefit of the agreements herein by the lessee for payment and discharge, and of all other agreements herein for things to be done by the lessee.

ART. 4. It is expressly agreed between the parties hereto, that no failure on the part of the lessee to perform any of the matters and things herein covenanted or agreed to be done by it, nor any other matter or thing shall cause a forfeiture of this lease, and that the only remedy hereunder, by either the lessor or lessee as against the other, shall be at law or in equity to enforce the performance of covenants and agreements herein set forth, or to recover damages resulting from some omission or default with reference thereto.

ART. 5. The lessor further covenants and agrees with the lessee that, during the continuance of this lease, it will maintain a lawful and beneficial corporate organization, make all returns and do all other things on its part required to be done to uphold and save inviolate the demised premises; that it will elect and appoint all the officers, agents, or servants required or convenient for the purposes hereof, and invest them with such powers and duties as may be incidental thereto; that it will make any further assurances which from time to time may be found useful to secure to the lessee all rights, powers, and privileges under this lease according to its true intent; that it will from time to time authorize and execute any conveyance of property which, under the terms hereof, the lessee is authorized to sell or otherwise dispose of; that it will do any other act which may be necessary or convenient to enable the lessee to exercise any of the rights, powers, and privileges hereby demised, or intended to be demised; and especially that it will make all locations, commence and prosecute or defend all proceedings before any courts or other judicial tribunals, or official boards, commissioners, and any officials whatever, make all petitions and other applications, and answers, pleas or other defences, commence and enter all appeals and other acts and things necessary, proper, or convenient with reference to any of the same, and as incident thereto execute all appropriate bonds and other instruments; and the lessee herewith covenants and agrees with the lessor to hold the lessor harmless from all loss, damage, or expense by reason of anything in this article contained, and to pay all the cost thereof.

ART. 6. The lessee may, from time to time, amend, repair, alter, or replace any of the buildings, tracks, rails, equipment, or other appurtenances of the railroad leased, or of any extension thereof, and may from time to time cause to be made and provided new and additional buildings, tracks, rails, equipment, or other appurtenances, necessary or beneficial for the purposes of the demised property, and also such changes of location as may be so necessary or beneficial, and may, from time to time, sell and otherwise dispose of lands, rolling stock, equipment, or other property, which are now or which may hereafter become subject to this lease.

In testimony whereof the said Upper Coos Railroad of Vermont has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, and the said Upper Coos Railroad of New Hampshire has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, the day and year first above written.

UPPER COOS RAILROAD OF VERMONT,

BY GEORGE VAN DYKE, *Its President.*

[L. S.]

Countersigned by

GEORGE A. PAYNE, *Its Treasurer.*

UPPER COOS RAILROAD OF NEW HAMPSHIRE,

BY GEORGE VAN DYKE, *Its President.*

[L. S.]

Countersigned by

JAMES P. COOK, *Its Treasurer.*

Signed, sealed, and delivered in presence of

HENRY C. IDE,	}	Witnesses to signatures of Upper Coos Railroad of Vermont.
WILLIAM L. QUIMBY,		
IRVING W. DREW,	}	Witnesses to signatures of Upper Coos Railroad of New Hampshire.
CHESTER B. JORDAN,		

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. July 16, A. D. 1890. Then personally appeared George Van Dyke, in his capacity of president of the Upper Coos Railroad of New Hampshire,

and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

C. B. JORDAN,

Justice of the Peace throughout said State.

STATE OF VERMONT.

CALEDONIA ss. July 3, A. D. 1890. Then personally appeared George A. Payne, in his capacity of treasurer of the Upper Coos Railroad of Vermont, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

WALTER P. SMITH,

Justice of the Peace in said County of Caledonia.

ESSEX COUNTY,

CLERK'S OFFICE, SEPTEMBER 16, 1890.

Received for record at 6 o'clock P. M., and recorded in Volume 15, pages 167 to 172, inclusive, of Land Records.

Attest:

CHARLES E. BENTON,

County Clerk.

LEASE

OF THE COOS VALLEY RAILROAD TO THE UPPER COOS RAILROAD OF
NEW HAMPSHIRE.

At an adjourned meeting of the stockholders of the Coos Valley Railroad Company held at St. Johnsbury, Vermont, on the 3d day of July, A. D. 1890, all the stockholders except Charles A. Sinclair being present, the following vote was passed, viz.:

"Resolved, That the lease in duplicate from this corporation to the Upper Coos Railroad of New Hampshire, bearing date the first day of May, 1890, duly signed by George Van Dyke, president of this corporation, and by George A. Payne, as treasurer, is hereby accepted, ratified, and approved, and the treasurer of this corporation is authorized to deliver and exchange the same with the Upper Coos Railroad of New Hampshire, and to cause the same to be duly recorded."

Which resolution was submitted to a stock vote, which being duly taken, examined, and reported, was found to be as follows, viz.: In favor of said resolution, 500 shares; against said resolution, none, the 500 shares being all the stock present or represented at the meeting, and it was declared by the president as passed.

Subsequently the meeting was adjourned to meet on the 31st day of July, 1890.

On the 31st day of July, 1890, stockholders of the corporation met, pursuant to adjournment, and the following proceedings took place, viz.: The clerk called the meeting to order, and Henry C. Ide was elected president of the meeting; and upon his request the records of the meeting of July 3, 1890, of which this meeting was an adjournment, were read at length by the clerk; the president then appointed a committee of one, viz., Philo B. Van Dyke, to examine and report the entire amount of stock outstanding and the amount of stock present at this meeting. Said committee reported the entire amount of stock outstanding at 600 shares and the amount of stock present at this meeting 600 shares, all the stock being represented, which report was accepted.

Philo B. Van Dyke submitted the following resolution, viz.:

"*Resolved*, That all proceedings of the meeting held July 3, 1890, including the votes authorizing the lease dated May 1, 1890, to the Upper Coos Railroad of New Hampshire, are hereby ratified and approved." Which resolution was submitted to a stock vote, which being duly taken, examined, and reported was found to be as follows, viz.: In favor of said resolution, 600 shares; against said resolution, none; and all the stock having been found to have voted in favor of said resolution, it was declared by the president as passed.

A true copy of the records of the stockholders of the Coos Valley Railroad Company.

Certified by me this 21st day of August, A. D. 1890.

WILLIAM L. QUIMBY,

Clerk of Coos Valley Railroad Company.

At an adjourned meeting of the stockholders of the Upper Coos Railroad of New Hampshire, duly held at Portsmouth, on the sixteenth day of July, 1890, it appeared that all the stockholders were present, and among other things the following matters there took place and were entered of record, namely: Irving W. Drew submitted the following resolution:

"*Resolved*, This corporation hereby accepts the leases from the Coos Valley Railroad Company, and the Upper Coos Railroad of Vermont, each dated the first day of May, 1890, being the same designated 'Exhibit A' and 'Exhibit B' in the proposed lease from this corporation to the Maine Central Railroad Company, and authorizes, approves, and ratifies the execution of each of the same by the president and treasurer of this corporation."

On motion of Irving W. Drew the above resolution was submitted to a stock vote, which being duly taken, examined, and reported, was found to be as follows, namely: All stockholders were present, but under the statutes could only vote 2,380 shares. In favor of said resolution, 2,380 shares; against said resolution, none.

The votes in favor of said resolution being found to be more than two thirds of the shares represented at this meeting, and being the entire number of shares of this corporation outstanding so far as the same can lawfully be voted under the laws of New Hampshire, said resolution was unanimously passed by all the shareholders of this corporation and was so declared by the president.

On motion of said Drew, voted that the president ask the approval of the stockholders, *viva voce*, of each of the votes passed at this meeting, including those accepting the leases from the Upper Coos Railroad of Vermont, and the Coos Valley Railroad Company accepting the lease to the Maine Central Railroad Company and authorizing mortgages of the existing line of railway of this corporation and of the proposed extension thereof, and the issue of the bonds secured by said mortgages and the discharge of the existing mortgage.

Thereupon the president called on each stockholder by name in succession to answer in the affirmative in the event he approved of the foregoing votes, otherwise to answer in the negative. The following stockholders answered in the affirmative, viz.:

FRANK JONES,
GEORGE VAN DYKE,
JAMES P. COOK,
CHARLES HOWARD,
ENOCH G. SWEATT,
GEORGE W. ARMSTRONG,
IRVING W. DREW,
PAYSON TUCKER (CHARLES A. SINCLAIR'S PROXY),

being all the stockholders of the corporation.

Thereupon it was declared by the president that all of the votes passed at this meeting as aforesaid were approved by every stockholder of the corporation answering *viva voce*.

A true copy from the stockholders' records of the Upper Coos Railroad of New Hampshire.

Attest:

C. B. JORDAN,

Clerk of said Corporation.

LANCASTER, NEW HAMPSHIRE, July 31, 1890.

This indenture made in duplicate this first day of May, eighteen hundred and ninety, by and between the Coos Valley Railroad Company, a corporation existing under the laws of Vermont, party of the first part, and with its successors and assigns hereinafter styled the lessor, and the Upper Coos Railroad, a corporation existing under the laws of New Hampshire, party of the second part, and with its successors and assigns hereinafter styled the lessee, witnesseth:

ARTICLE 1. In consideration of the covenants herein reserved to be paid and performed by the lessee, the lessor does hereby demise and lease to the lessee all the railroad of the lessor constructed or to be constructed in Vermont.

Also all its rights, if any such it has, to connect with, lease, operate, purchase, or otherwise control, or to co-operate with any other railroad or other railroad corporation.

Also the franchises and rights of the lessor to extend its railroad and to construct, operate, and maintain any railroads whatsoever.

Also its rights to take tolls, its franchises, rights of way, side tracks, branches, stations, station grounds, bridges, and all other property whatsoever in any way appurtenant to the foregoing railroad, constructed or to be constructed, and all other property, rights, exemptions, and privileges whatsoever belonging to the lessor on said first day of May.

To have and to hold all the said railroad, property, franchises, rights, privileges, and all other of the premises hereby demised, with all the appurtenances thereof, to the lessee during the full term of nine hundred ninety-nine (999) years, commencing on said first day of May.

ART. 2. The lessee hereby covenants and agrees with the lessor, for and during the continuance of this lease, that it will duly and seasonably pay and discharge all taxes and other burdens which may be assessed on any of the demised premises; that it will indemnify and save harmless the lessor from all suits, damages, and costs for any act done or omitted by the lessee, or for anything arising out of the demised premises in connection with the use, possession, or operation thereof; that it will duly make all returns required by law to be made by the lessee, and will furnish the lessor with all statements to enable it to make all returns required by law of the lessor; that it will maintain and operate the demised premises in furtherance of the objects contemplated by all the laws, general and special, affecting the same, and in such manner as to promote the public convenience and advantage under said laws, and will from time to time make such alterations, improvements, and enlargements of said railroad and its appurtenances, as may be useful for the safe, convenient, and regular transportation of passengers, freight, and mails upon all and every part of the line; that it will, at the termination of this lease, surrender the demised premises, with all additions thereto and improvements thereof; and that it will pay as rent for the premises and in full therefor one dollar at the end of said term.

ART. 3. And whereas in the construction of the railroad of the lessor, or in the construction of the extensions or branches thereof, whether now authorized or hereafter authorized, or in equipping the same or any portion thereof, or in re-

funding the cost of the premises or any portion thereof, or in providing for any other matter or thing for which the lessor may now lawfully issue its obligations secured by mortgage, or may hereafter be authorized so to do, the lessee may need to use such obligations.

Now, therefore, the lessor covenants and agrees with the lessee, that it will from time to time, on request of the lessee, unite with it in issuing its obligations, secured by mortgage as aforesaid, for such amounts and on such terms and with such other particulars as the lessee may from time to time request.

And in consideration thereof the lessee agrees that it will pay and discharge at its own cost all said obligations so to be issued as aforesaid, and the interest thereon, and all renewals thereof with interest thereon, and all costs, charges, or expenses with reference thereto; and that it will hold the lessor harmless from all loss arising out of the same.

And whereas by virtue of the caption of this lease all parts hereof in which either the word "lessor" or the word "lessee" is used, apply, not only to the lessor or lessee, but to its successors and assigns respectively, yet in order that the matter may be plainly stated without impairing the general rule of interpretation hereof, it is expressly agreed by and between the lessor and lessee, that all the provisions of this article with reference to the issuing of obligations and execution of mortgages to secure the same, shall operate between the successors and assigns of either the lessee or the lessor on the one side, and the lessor or lessee, or the successors of either as the case may be, on the other side; so that the successors and assigns of the lessee shall have all the benefits hereof and be entitled to demand and receive the issue of obligations and execution of mortgages as aforesaid, and the successors and assigns of the lessor shall be entitled to the benefit of the agreements herein by the lessee for payment and discharge, and of all other agreements herein for things to be done by the lessee.

ART. 4. It is expressly agreed between the parties hereto, that no failure on the part of the lessee to perform any of the matters and things herein covenanted or agreed to be done by it, nor any other matter or thing, shall cause a forfeiture of this lease, and that the only remedy hereunder, by either the lessor or lessee as against the other, shall be at law or in equity to enforce the performance of covenants and agreements herein set forth, or to recover damages resulting from some omission or default with reference thereto.

ART. 5. The lessor further covenants and agrees with the lessee that, during the continuance of this lease, it will maintain a lawful and beneficial corporate organization, make all returns and do all other things on its part required to be done to uphold and save inviolate the demised premises; that it will elect and appoint all the officers, agents, or servants required or convenient for the purposes hereof, and invest them with such powers and duties as may be incidental thereto; that it will make any further assurances which from time to time may be found useful to secure to the lessee all rights, powers, and privileges under this lease according to its true intent; that it will from time to time authorize and execute any conveyance of property which, under the terms hereof, the lessee is authorized to sell or otherwise dispose of; that it will do any other act which may be necessary or convenient to enable the lessee to exercise any of the rights, powers, and privileges hereby demised, or intended to be demised; and especially that it will make all locations, commence and prosecute or defend all proceedings before any courts or other judicial tribunals, or official boards, commissioners, and any officials whatever, make all petitions and other applications and answers, pleas or other defences, commence and enter all appeals and other acts and things necessary, proper, or convenient with reference to any of the same, and as incident thereto execute all appropriate bonds and other instruments; and the lessee herewith covenants and agrees with the lessor to hold the lessor harmless from all loss, damage, or expense by reason of anything in this article contained, and to pay all the cost thereof.

ART. 6. The lessee may, from time to time, amend, repair, alter, or replace any of the buildings, tracks, rails, equipment, or other appurtenances of the railroad leased, or of any extension thereof, and may from time to time cause to be made and provided new and additional buildings, tracks, rails, equipment, or other appurtenances, necessary or beneficial for the purposes of the demised property, and also such changes of location as may be so necessary or beneficial, and may, from time to time, sell and otherwise dispose of lands, rolling stock, equipments, or other property, which are now or which may hereafter become subject to this lease.

In testimony whereof the said Coos Valley Railroad Company has caused these presents to be subscribed by its president and countersigned by its treasurer and its corporate seal affixed, and the said Upper Coos Railroad of New Hampshire has caused these presents to be subscribed by its president and countersigned by its treasurer, and its corporate seal affixed, the day and year first above written.

COOS VALLEY RAILROAD COMPANY,

BY GEORGE VAN DYKE, *Its President.*

[L. S.]
Countersigned by

GEORGE A. PAYNE, *Its Treasurer.*

UPPER COOS RAILROAD OF NEW HAMPSHIRE,

BY GEORGE VAN DYKE, *Its President.*

[L. S.]
Countersigned by

JAMES P. COOK, *Its Treasurer.*

Signed, sealed, and delivered in presence of

HENRY C. IDE,	}	Witness to signatures of Coos Valley Railroad Company.
WILLIAM L. QUIMBY,		
IRVING W. DREW,	}	Witness to signatures of Upper Coos Railroad.
CHESTER B. JORDAN,		

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. July 16, A. D. 1890. Then personally appeared George Van Dyke, in his capacity of president of the Upper Coos Railroad of New Hampshire, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

C. B. JORDAN,

Justice of the Peace throughout said State.

STATE OF VERMONT.

CALEDONIA ss. July 3, A. D. 1890. Then personally appeared George A. Payne, in his capacity of treasurer of the Coos Valley Railroad Company, and acknowledged the foregoing instrument by him signed to be the free act and deed of said corporation.

Before me,

WALTER P. SMITH,

Justice of the Peace for said County of Caledonia.

ESSEX COUNTY,

CLERK'S OFFICE, September 16, 1890.

Received for record at 6 o'clock P. M., and recorded in volume 15, pages 172 to 178 of Land Records.

Attest:

CHARLES E. BENTON,
County Clerk.

MORTGAGE OF UPPER COOS RAILROAD.

KNOW ALL MEN BY THESE PRESENTS, That whereas the Upper Coos Railroad, a corporation duly established in the State of New Hampshire, at a special meeting of said corporation, duly notified and holden for that and other purposes, on the 16th day of July, A. D. 1890, did among other things duly adopt the following vote:

Voted, That the directors be authorized to issue bonds secured by mortgage of the road, and the franchises, or a part thereof, to an amount not exceeding three hundred and fifty thousand (\$350,000) dollars.

And whereas the directors of said corporation, in pursuance of said vote, and of the authority thereby given to them, have determined and directed that the bonds of said corporation, to the aggregate amount of three hundred and fifty thousand (\$350,000) dollars, in sums of five hundred (\$500) dollars and one thousand (\$1,000) dollars each, and coupons for the semi-annual interest thereon at the rate of four per cent per annum, attached, be made ready for issue as said directors may order, all said bonds to bear the date of the first day of May, 1890, and be made payable in forty years from that date, with semi-annual interest thereon, as indicated by the coupons attached to said bonds.

And whereas said directors have also determined and directed that the payment of said bonds as aforesaid be secured by this mortgage deed, as mentioned in the vote aforesaid, the form of this deed having been adopted by said directors, and the execution thereof in the name and behalf of said corporation, authorized and directed by them.

Now, therefore, the said Upper Coos Railroad, in consideration of the premises and of the sum of one dollar to it paid by George W. Armstrong of Brookline, Massachusetts, Enoch G. Sweatt of Woonsocket, Rhode Island, and Irving W. Drew of Lancaster, New Hampshire, as trustees, does hereby give, grant, sell, and convey to said Armstrong, Sweatt, and Drew, and to their successors, when appointed as hereinafter provided, forever in trust to take and hold for the benefit and security of, whoever may become the lawful holder of any of the bonds above mentioned, according to the conditions hereinafter provided, all the road of said corporation, from its commencement in Stratford, at its junction with the Grand Trunk Railway, to the westerly line of the town of Stewartstown, all in the State of New Hampshire, as said road is now constructed and improved, and no more; and all the railroad furniture and equipment of every kind belonging to or hereafter acquired by said corporation; and also the franchise of operating and taking tolls on the portion aforesaid, that is, from the junction of the Grand Trunk Railway to the westerly line of Stewartstown, but excluding all franchises appertaining to any extension of any part of the company's line southerly of said junction. Also, all its leasehold interests under and by virtue of the lease from the Upper Coos Railroad, a corporation existing under the laws of the State of Vermont, dated the first day of May, eighteen hundred and ninety.

To have and to hold the same, with all the rights, privileges, and appurtenances thereto belonging to them, the said Armstrong, Sweatt, and Drew, and their successors as aforesaid, forever in trust as aforesaid.

Provided, however, and this conveyance is made on the following conditions, to wit:

1st. Said corporation shall not issue, or have secured under this mortgage deed, a greater sum in bonds as aforesaid than three hundred and fifty thousand (\$350,000) dollars.

Said bonds shall be signed by the president and treasurer of said corporation, and bear certificates signed by a majority of said trustees that the same are secured by this mortgage deed.

2d. Said corporation shall pay the interest and principal of said bonds as the same respectively shall become due and payable. And so long as said corporation

shall not be in any default in such payments, it may retain the possession of said road and property for use in the proper business and operation of said road. And the directors of said corporation shall have the right from time to time to change or renew any personal property hereby mortgaged, as they may deem necessary; and the property received in exchange or renewal shall be held by said trustees under this mortgage the same as if it were originally and specifically included therein.

Said Upper Coos Railroad, its lessees or assigns, may from time to time amend, repair, alter, or replace any of the buildings, rails, equipment, or other appurtenances of the railroad hereby mortgaged, or of any extension thereof; so, however, that in all such cases, and the Upper Coos Railroad hereby covenants that in all such cases there shall forthwith be made substitutions, additions, or improvements of the like kind and for the like purposes, which shall be full equivalents in all respects.

And said Upper Coos Railroad, its lessees or assigns, may from time to time cause to be made and provided new and additional buildings, tracks, rails, equipment or other appurtenances necessary or beneficial for the purposes of the mortgage premises, and also such changes of location as may be so necessary or beneficial, but not so as to divert the same substantially from the existing route, nor to impair the value of any part thereof.

The trustees are authorized, in their discretion, and from time to time at the written request of said Upper Coos Railroad, its lessees or assigns, to consent to the sale or other disposal of any lands, rolling stock, equipments, or other property which is now or which may hereafter become subject to this mortgage, and which said trustees are of the opinion have become unnecessary for the purposes of the mortgaged property, taking, however, such action as may be necessary or proper to secure the application of the proceeds thereof to its improvement.

All rolling stock and equipment substituted as herein provided shall be properly marked to identify the same; and such other acts shall be done by said Upper Coos Railroad, its successors and assigns, and by the trustees, as may be necessary or proper to give said new rolling stock and equipment the same status under the terms of this mortgage as that which it replaces.

And it is further agreed that all lands and other hereditaments which may hereafter be acquired as appurtenant to the mortgaged property, whether in substitution, or in improvement or addition, while this mortgage remains in force, shall be so taken as to be held subject to the terms hereof; and said Upper Coos Railroad covenants that it, its successors and assigns, shall, from time to time, make all such assurances of title as may be advised by counsel needful or proper to give full effect to this agreement.

3d. In case said corporation shall fail to fulfil all or any of the obligations in said bonds, the trustees aforesaid, or their successors, may take possession of all the property aforesaid, and manage the same at their discretion for the purposes of said road, and apply the net avails thereof to the payment of such of said bonds as may be outstanding against said corporation, or the interest thereon, in full or in such proportion to all as said avails may enable them to do.

4th. And in case said corporation shall fail for six months to pay the interest or principal of said bonds as the same shall become due, it shall be the duty of said trustees and their successors, on the written application of the lawful holders of fifty thousand (\$50,000) dollars in amount of said bonds then outstanding, to commence proceedings in the supreme court of New Hampshire for the purpose of foreclosing said mortgage and of selling said property and franchise, and after paying the expenses of said sale and trust, for authority to pay the proceeds to the holders of said bonds *pro rata*, and the balance, if any, to the corporation.

5th. In case any vacancies shall happen in the board of trustees from any cause, the directors are authorized to fill the same by an appointment in writing, to be recorded in the registry of deeds, where this mortgage is recorded, and the person

so appointed and accepting shall have all the powers and be subject to all the duties of the original trustees.

6th. Said trustees, respectively, are not to be holden for the acts and defaults of each other, but each only for his own.

7th. And on the full performance of all the obligations, conditions, and stipulations in this deed, and in the bonds referred to in the same, by said corporation to be done and performed, this deed is to become void, and otherwise to remain in full force.

In witness whereof the said Upper Coos Railroad has caused its corporate name and seal to be hereto affixed by James F. Cook, its treasurer, this first day of May, A. D. eighteen hundred and ninety.

UPPER COOS RAILROAD,

By its Treasurer, JAMES F. COOK.

Signed, sealed, and delivered in presence of us :

IRVING W. DREW.

CHESTER B. JORDAN.

WILLIAM L. PUTNAM.

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. July 16, 1890. Then personally appeared the within named James P. Cook, treasurer, acknowledged the foregoing instrument to be the voluntary act and deed of said Upper Coos Railroad.

Before me,

CHESTER B. JORDAN,

[L. S.]

Justice of the Peace for said State of New Hampshire.

STATE OF NEW HAMPSHIRE.

SECRETARY'S OFFICE,

CONCORD, July 22, 1890.

A true record.

Attest :

A. B. THOMPSON,

Secretary of State.

STATE OF NEW HAMPSHIRE.

SECRETARY'S OFFICE.

CONCORD, October 14, 1890.

hereby certify that the foregoing is a true copy of the "Mortgage of Upper Coos Railroad" as recorded in this office.

In testimony whereof, I hereunto subscribe my official signature and affix the seal of the State.

[L. S.]

C. B. RANDLETT,

Deputy Secretary of State.

MORTGAGE OF UPPER COOS RAILROAD.

At an adjourned meeting of the stockholders of the Upper Coos Railroad of New Hampshire, duly held at Portsmouth, on the 16th day of July, 1890, it appeared

that all the stockholders were present, and among other things, the following matters there took place and were entered of record, namely:

Irving W. Drew submitted the following resolution:

Resolved, That the mortgage of the extension of this railroad from its present terminus at North Stratford, to a connection with the Portland & Ogdensburg Railway, including the leasehold interests, under the lease from the Coos Valley Railroad Company, which mortgage is dated the first day of July, 1890, and signed by the treasurer of this corporation, and duly sealed, is hereby ratified as the act of this corporation. And the directors are authorized to deliver the same, and from time to time to issue bonds secured thereby, in accordance with the terms of the lease from this corporation to the Maine Central Railroad Company, bearing date May 1, 1890. Provided, nevertheless, the directors shall not issue any of such bonds until and so far as they can legally issue the same; also the directors are authorized to issue the stock of this corporation in lieu of any portions of said bonds, for the purposes of construction and equipment as provided in said lease, the Maine Central Railroad Company simultaneously indorsing on the certificates thereof a guaranty of dividends as further provided in said lease.

Provided, nevertheless, that the entire amount of bonds and stock to be issued, as herein authorized, shall at no time exceed the maximum of twenty-one thousand (\$21,000) dollars per mile, as also provided in said lease. On motion of said Drew, the above resolution submitted to a stock vote, which, being duly taken, examined, and reported, was found to be as follows, namely:

All stockholders were present, but under the statute, could only vote 2,380 shares. In favor of said resolution, 2,380 shares; against resolution, none. The votes in favor of said resolution being found to be more than two thirds of the shares represented at this meeting, and being the entire number of shares of this corporation outstanding, so far as the same can lawfully be voted on under the laws of New Hampshire, said resolution was unanimously passed by all the shareholders of this corporation and was so declared by the president.

On motion of said Drew, voted that the president ask the approval of the stockholders, *viva voce*, of each of the votes passed at this meeting, including those accepting the lease from the Upper Coos Railroad of Vermont and the Coos Valley Railroad Company accepting the lease to the Maine Central Railroad Company and authorizing mortgages of the existing line of railway of this corporation, and of the proposed extension thereof, and the issue of the bonds secured by said mortgages and the discharge of the existing mortgages. Thereupon, the president called on each stockholder by name in succession, to answer in the affirmative, in the event he approved of the foregoing votes, otherwise, to answer in the negative. The following stockholders answered in the affirmative, viz.: Frank Jones, George Van Dyke, James P. Cook, Charles Howard, Enoch G. Sweatt, George W. Armstrong, Irving W. Drew, Payson Tucker (Charles A. Sinclair's proxy), being all the stockholders of the corporation. Thereupon, it was declared by the president that all of the votes passed at this meeting, as aforesaid, were approved by every stockholder of the corporation answering *viva voce*.

A true copy from the stockholders' records of the Upper Coos Railroad of New Hampshire.

Attest:

C. B. JORDAN,

Clerk of said Corporation.

LANCASTER, NEW HAMPSHIRE, July 31, 1890.

KNOW ALL MEN BY THESE PRESENTS:

The Upper Coos Railroad, a corporation duly established in the State of New Hampshire, for and in consideration of the matters hereinafter set out, and further for and in consideration of the matters set out in the lease from said cor-

poration to the Maine Central Railroad Company, dated the first day of May, eighteen hundred and ninety;

Does hereby give, grant, bargain, sell, and convey to George W. Armstrong, of Boston, State of Massachusetts, Irving W. Drew, of Lancaster, State of New Hampshire, and Enoch G. Sweatt, of Woonsocket, State of Rhode Island, and to their successors when appointed, as hereinafter provided, forever;

In trust to take and hold for the benefit and security of whomsoever may become the lawful holder of any of the bonds or coupons hereinafter mentioned, according to the conditions hereinafter provided;

All the franchises and rights of said Upper Coos Railroad to extend its railroad southerly from its present southern terminus in Stratford, in New Hampshire, at its junction with the Grand Trunk Railway, to a connection with the line of the Portland & Ogdensburg Railway in the towns of Carroll, Whitefield, or Dalton, being thirty-three (33) miles or thereabouts, and the railroad now being constructed within the limits aforesaid, whether said railroad or said rights and franchises to construct such railroads are within the States of New Hampshire or Vermont, and whether by lease or otherwise, and to maintain and operate said extension.

Also its franchises and rights to construct any other extensions and to maintain and operate the same.

Also its rights to take tolls, its other franchises, rights of way, side tracks, branches, stations, station grounds, bridges, and all exemptions and privileges appurtenant to the foregoing extensions, or any of them.

Also all its leasehold interests under and by virtue of the lease from the Coos Valley Railroad Company, a corporation existing under the laws of Vermont, bearing date said first day of May.

To have and to hold the same, with all the rights, privileges, and appurtenances thereto belonging to them, the said Armstrong, Drew, and Sweatt, and their successors as aforesaid, forever, in trust as aforesaid.

Provided, however, that this conveyance is made on the following conditions, to wit:

1st. Whereas, said corporation proposes to issue its bonds bearing date said first day of May, payable in forty (40) years from their date, with interest at the rate of four and one half ($4\frac{1}{2}$) per cent per annum, payable in accordance with coupons to be attached, on the first day of May and the first day of November in each year, which bonds shall not exceed in all, at the rate of twenty-one thousand (\$21,000) dollars for each mile of said extension constructed, or hereafter constructed, from said present terminus in said Stratford to said connection with said line of the said Portland & Ogdensburg Railway; but every mile between said terminus which may be constructed in Vermont, upon the franchises of the Coos Valley Railroad Company, or of any other railroad corporation admitted in lieu of said Coos Valley Railroad Company, by agreement between said Upper Coos Railroad and the Maine Central Railroad Company, or the successors or assigns of either, shall be estimated as part of the mileage aforesaid, so that bonds not exceeding said twenty-one thousand (\$21,000) dollars per mile may be issued for each mile thereof.

Provided, further, said bonds shall be signed by the president and treasurer of said Upper Coos Railroad and shall bear certificates signed by a majority of said trustees that the same are secured by this mortgage.

2d. Said corporation shall pay the interest and principal of said bonds as the same respectively shall become due and payable, and so long as said corporation shall not be in any default in such payments, it may retain possession of said road and property for use in the proper business and operations of said road.

The directors of said corporation shall have the right, from time to time, to change or renew any personal property hereby mortgaged, as they may deem necessary; and the property received in exchange or renewal shall be held by said

trustees under this mortgage the same as if it were originally and specifically included therein.

Said Upper Coos Railroad, its lessees or assigns, may, from time to time, amend, repair, alter, or replace any of the buildings, rails, equipment, or other appurtenances of the extensions hereby mortgaged; so, however, that in all such cases, and the Upper Coos Railroad hereby covenants that in all such cases, there shall forthwith be made substitutions, additions, or improvements of the like kind and for the like purposes, which shall be full equivalent in all respects.

And said Upper Coos Railroad, its lessees or assigns, may from time to time cause to be made and provided new and additional buildings, tracks, rails, equipment, or other appurtenances necessary or beneficial for the purposes of the mortgaged premises, and also such changes of location as may be so necessary or beneficial, but not so as to divert the same substantially from the existing route nor to impair the value of any part thereof.

The trustees are authorized in their discretion, and from time to time, at the written request of said Upper Coos Railroad, its lessees or assigns, to consent to the sale or other disposal of any lands, rolling stock, equipment, or other property which is now or which may hereafter become subject to this mortgage and which said trustees are of the opinion have become unnecessary for the purposes of the mortgaged property, taking, however, such action as may be necessary or proper to secure the application of the proceeds thereof to its improvement.

All rolling stock and equipment substituted as herein provided shall be properly marked to identify the same, and such other acts shall be done by said Upper Coos Railroad, its successors or assigns, and by the trustees, as may be necessary or proper to give said new rolling stock and equipment the same status under the terms of this mortgage as that which it replaces.

And it is further agreed that all lands and other hereditament which may hereafter be required as appurtenant to the mortgaged property, whether in substitution or in improvement or addition, while this mortgage remains in force, shall be so taken as to be held subject to the terms hereof; and said Upper Coos Railroad covenants that it, its successors and assigns, shall from time to time make all such assurances of title as may be advised by counsel needful or proper to give full effect to this agreement.

3d. In case said corporation shall fail to fulfil all or any of the obligations in said bonds, the trustees aforesaid, or their successors, may take possession of all the property aforesaid and manage the same at their discretion for the purposes of said road, and apply the net avails thereof to the payment of such of said bonds as may be outstanding against said corporation, or the interest thereon, in full or in such proportion to all as said avails may enable them to do.

4th. And in case said corporation shall fail for six months to pay the interest or principal of said bonds as the same shall become due, it shall be the duty of said trustees and their successors on the written application of the lawful holders of fifty thousand (\$50,000) dollars, in amount of said bonds, then outstanding, to commence proceedings in the supreme court of New Hampshire for the purpose of, foreclosing said mortgage, and of selling said property and franchise, and after paying the expenses of said sale and trust, for authority to pay the proceeds to the holders of said bonds and unpaid interest *pro rata*, and the balance if any to the corporation.

5th. In case any vacancy shall happen in the board of trustees from any cause, the directors are authorized to fill the same by an appointment in writing to be recorded where this mortgage is recorded, and the person so appointed and accepting shall have all the powers and be subject to all the duties of the original trustees.

6th. Said trustees respectively are not to be holden for the acts and defaults of each other, but only for his own.

7th. And on the full performance of all the obligations, conditions, and stipulations of this deed, and of the bonds referred to in the same, by said corporation to be done and performed, this deed is to become void and otherwise to remain in full force.

In witness whereof the said Upper Coos Railroad has caused its corporate name and seal to be hereto affixed by James P. Cook, its treasurer, this first day of July, A. D. eighteen hundred and ninety.

Signed, sealed, and delivered in presence of

WILLIAM L. PUTNAM,
CHESTER B. JORDAN.

UPPER COOS RAILROAD,

By its Treasurer, JAMES P. COOK.

[L. S.]

STATE OF NEW HAMPSHIRE.

ROCKINGHAM ss. July 16, A. D. 1890. Then and there personally appeared James P. Cook, treasurer, and acknowledged the foregoing instrument to be the voluntary act and deed of the Upper Coos Railroad.

Before me,

CHESTER B. JORDAN,

Justice of the Peace for said County and State.

STATE OF NEW HAMPSHIRE.

SECRETARY'S OFFICE.

CONCORD, September 16, 1890.

A true record.

Attest:

C. B. RANDLETT,

Deputy Secretary of State.

STATE OF NEW HAMPSHIRE.

SECRETARY'S OFFICE.

CONCORD, October 14, 1890.

I hereby certify that the foregoing is a true copy of the "Mortgage of the Upper Coos Railroad" as recorded in this office.

In testimony whereof I hereunto subscribe my official signature, and affix the seal of the State.

C. B. RANDLETT,

Deputy Secretary of State.

[L. S.]

